

TO: Effingham County Board of Commissioners
FROM: Charles J. Bowen, Attorney for Belmont Glen Homeowners Association, Inc.
CC: Stephanie Johnson, Clerk to the Board
Chelsie Fernald, Planning Manager
DATE: November 18, 2025
SUBJECT: Belmont Glen HOA - Requested Conditions for Final Plat/Improvement Approvals:
“New Haven at Belmont Glen”

I. Overview.

A. Overview of Request.

Belmont Glen Homeowners Association, Inc. (the “HOA”) respectfully requests that the Board of Commissioners, in connection with any remaining final plat and/or improvement approval(s) for “New Haven at Belmont Glen,” condition such approvals on a focused set of safety, connectivity, and stormwater items. These conditions track the County’s subdivision/development authority, stormwater framework (Local Design Manual adopting GSMM/CSS), and adopted transportation/bike-ped plans. Our goal is preventative and cooperative: to close a short pedestrian safety gap and ensure stormwater facilities are compliant and documented before bond release or additional turnover to the HOA.

B. Procedural Request.

The HOA requests placement on the December agenda of the Board of Commissioners to present this position and submit exhibits into the record ahead of any final plat consideration for the remaining New Haven phase(s). Staff coordination on alignment, exhibit maps, and form of conditions is welcomed.

II. Requested Conditions.

A. Construction of a Multi-Use Path Connection.

Construction of a short multi-use path connection between New Haven at Belmont Glen sidewalks and the existing amenity area in an alignment approved by county staff with public maintenance if placed in a county right-of-way or a public access easement.

B. Stormwater Pond Remediation.

Complete stormwater pond remediation and submit as-builts (supported by a Georgia Professional Engineer certification) confirming that facilities meet Effingham County’s Local Design Manual and the Georgia Stormwater Management Manual with a recorded inspection/maintenance agreement prior to bond release or plat approval.

C. Bond or Letter of Credit.

Post a performance security bond or letter of credit covering the pedestrian connection and stormwater remediation, reducible upon county inspection/acceptance under the county's Subdivision Regulations.

D. Notice Protocol.

Require implementation of a simple notice/acceptance protocol before performance of additional work on HOA-owned common area (ten business days' written notice, post-work photos, and, if applicable, manufacturer or Professional Engineer compliance letter). This administrative condition coordinates activity and ensures legal compliance in already-deeded spaces without delaying construction.

III. Factual Background.

In 2023, Ernest Communities LLC (the original developer of the New Haven at Belmont Glen) unilaterally recorded deeds conveying New Haven at Belmont Glen common parcels (including pond and kiosk areas) to the HOA. The HOA then carried unplanned costs tied to erosion, incomplete surfaces, and debris in these areas. *See* Exhibit A (recorded deed); Exhibit B (photo log).

In 2024, Ernest Communities LLC proceeded with playground installation on HOA-owned property post-conveyance without prior notice or HOA sign-off (which was requested but not provided), creating ongoing maintenance, drainage, and safety concerns. Separate correspondence reflects earlier discussions about a fence that was not delivered. *See* Exhibit C (Turnover Agreement); Exhibit D (illustration of drainage issues); Exhibit E (2023–2025 correspondence excerpts).

The County previously explored a staff-brokered path concept using an existing utility/right-of-way corridor so New Haven at Belmont Glen residents--many of them children--could reach the amenity center without walking on or across Hodgeville Road. *See* Exhibit F (original and concept sketch).

The purpose of this request is not to request that the county adjudicate private covenants. Rather, we are seeking routine land-use conditions that directly advance the existing safety and mobility policies of Effingham County.

IV. Legal and Policy Basis for Final-Plat/Improvement Conditions.

A. Pedestrian Connection (design/specs and maintenance acceptance).

Prior to approval of the final plat for the remaining phase(s) or issuance of the first building permit therein, the developer shall construct a multi-use path connection (minimum clear width 10 feet; asphalt or concrete surface acceptable to the County Engineer; ADA-compliant termini and cross-slopes) generally within existing County right-of-way or a recorded public access easement,

to connect the New Haven internal sidewalk network to the Belmont Glen amenity access point. Alignment, details, and instruments shall be approved by the County Engineer. Upon completion and inspection, the path shall be accepted into County maintenance if located in County right-of-way or a public access easement, consistent with County policy.

B. Stormwater Remediation, As-Builts, and PE Certification.

Before final plat approval for the remaining phase(s) or any performance security release, the developer shall: (i) remediate erosion, trip hazards, and incomplete surfaces at stormwater ponds within or serving New Haven; (ii) submit signed/sealed as-built drawings (horizontal/vertical) and an operation-and-access exhibit; and (iii) submit a Georgia-licensed Professional Engineer's certification that the ponds and appurtenances have been constructed substantially in accordance with the approved plans and comply with the Effingham County Stormwater Management Local Design Manual and the Georgia Stormwater Management Manual (including the Coastal Stormwater Supplement). The developer shall execute and record the County-approved stormwater Inspection & Maintenance Agreement.

C. Performance Security (bond or LOC with clear amount/term).

As a condition of final plat approval and prior to issuance of the first building permit in the remaining phase(s), the developer shall post performance security—in the form of a surety bond or irrevocable letter of credit acceptable to the County Attorney—in an amount not less than 125% of the County-approved engineer's estimate of probable cost for: (a) the multi-use path connection; and (b) stormwater remediation and documentation described above. Security may be reduced or released upon substantial completion as certified by the County Engineer. The instrument shall state a term of at least 18 months and be callable upon developer default.

D. Notice/Acceptance Protocol for Work on HOA-Owned Common Area.

For any construction or installation by the developer on HOA-owned common area after conveyance, the developer shall provide at least ten (10) business days' written notice to the HOA and the County Project Manager describing scope, schedule, and safety/traffic controls; and, after completion, shall provide dated photos and, where applicable, a manufacturer certificate or a Georgia PE letter confirming installation per approved plans and manufacturer specifications. This protocol shall be referenced on construction plans and is a condition of approval.

V. Why the Conditions Are Needed at This Site.

As the county is aware, the most serious concern is the significant safety gap that currently exists due to the lack of path connection. Children in New Haven at Belmont Glen can be observed walking along or across Hodgeville Road on a daily basis to reach the established New Haven at Belmont Glen amenity center. A short off-road link, likely along an existing utility/right-of-way corridor, would internalize those trips and materially reduce risk. The Active Effingham Plan specifically contemplates this type of local connection to close gaps between neighborhoods and destinations.

The public safety concerns in this area are further exacerbated by current stormwater performance. Under the legal framework now in place, confirmation of stabilized banks, safe walking surfaces, clear access, and accurate as-builts are essential before county approval. Effingham County's Local Design Manual and the Georgia Stormwater Management Manual (and its Coastal Stormwater Supplement) provide the technical standards and requirements; a Professional Engineer certification requirement simply aligns the project with those standards.

Finally, early conveyances of common area between Ernest Communities LLC and the HOA have shifted costs and created confusion around responsibility and timing which only exacerbates the existing safety concerns. A notice/acceptance protocol for any Ernest Communities LLC work on HOA-owned land is a light-touch, administrative condition that will easily prevent recurrence of any similar issues in the future.

VI. Proposed Language for Requested Conditions.

A. Pedestrian Connection.

Prior to approval of the final plat or issuance of the first building permit therein, the developer shall construct a multi-use path connection (minimum width 10 feet, paved surface acceptable to the County Engineer) generally within an existing public right-of-way or recorded public access easement to connect the New Haven at Belmont Glen internal sidewalk network to the existing New Haven at Belmont Glen amenity access point. Alignment, design, and necessary easements shall be approved by the County Engineer. Upon completion and inspection, the path shall be accepted into public maintenance if located within county right-of-way or a public access easement, consistent with county policy and the Active Effingham Plan.

B. Stormwater Remediation and Certification.

Before platting or performance security release, the developer shall remediate erosion, trip hazards, and any incomplete surfaces at existing stormwater ponds within or serving New Haven at Belmont Glen and shall submit as-built drawings and a Georgia-licensed Professional Engineer's certification that the pond(s) and appurtenances comply with the Effingham County Stormwater Management Local Design Manual and the Georgia Stormwater Management Manual (including inspection/maintenance access). The developer shall execute and record the county-approved stormwater inspection and maintenance agreement.

C. Performance Security.

A performance bond or irrevocable letter of credit acceptable to the County Attorney shall be posted in an amount sufficient to cover the pedestrian connection and stormwater remediation work. Security may be reduced or released upon substantial completion as certified by the County Engineer under the Subdivision Regulations.

D. Notice/Acceptance Protocol.

For any construction or installation by the developer on HOA-owned common area after conveyance, the developer shall provide not less than ten business days' written notice to the HOA and the County Project Manager describing the work, schedule, and safety measures. After completion, the developer shall provide photographs and, where applicable, a manufacturer certificate or a Georgia-licensed Professional Engineer letter confirming installation in accordance with approved plans and manufacturer specifications. This protocol shall be noted on the construction plans and is a condition of approval.

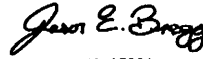
VII. Conclusion.

It should first be noted that the HOA is not asking the Board to adjudicate private covenants or monetary disputes. The HOA is asking for routine land-use conditions squarely within the County's police power and established practice to protect public safety, mobility, and stormwater compliance. As set forth above, we are simply requesting customary land-use conditions that advance county safety, mobility, and stormwater standards as articulated in the applicable Code, manuals, and adopted plans. With these targeted conditions, the remaining New Haven phase can proceed safely and in alignment with County policy, while avoiding cost-shifting to residents. The HOA requests placement on the December agenda and stands ready to coordinate exhibits and alignment details with staff.

EXHIBIT A

**BK:2870 PG:663-665
D2023007615**

FILED IN OFFICE
CLERK OF COURT
09/13/2023 10:16 AM
JASON E. BRAGG, CLERK
SUPERIOR COURT
EFFINGHAM COUNTY, GA



8863185331
0466245412
PARTICIPANT ID

PT-61 051-2023-002376

STATE OF GEORGIA)
)
COUNTY OF EFFINGHAM)

QUIT CLAIM DEED

THIS INDENTURE made and entered into this 14 day of July, 2023, between **ERNEST COMMUNITIES, LLC**, Party of the First Part, and **BELMONT GLEN HOMEOWNERS ASSOCIATION, INC.**, Party of the Second Part;

WITNESSETH:

THAT the said Party of the First Part, for and in consideration of the sum of Ten (\$10.00) Dollars and other valuable considerations in hand paid by the said Party of the Second Part, and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has remised, released and quit claimed, and by these presents does remise, release and quit claim unto the said Party of the Second Part, its administrators and assigns, all of its right, title and interest in and to the following described property, to-wit:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

TOGETHER WITH ALL AND SINGULAR the buildings, dwellings, houses, outhouses, improvements, easements, hereditaments, rights, members and appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, claim or demand whatsoever to the same, or any part thereof.

TO HAVE AND TO HOLD the above described and conveyed property and premises free and clear of any claim or claims by the Party of the First Part.

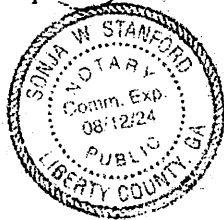
BK:2870 PG:664

IN WITNESS WHEREOF, the said Party of the First Part has hereunder its hand and seal on the day and year first above written as the date hereof.

Sworn to and subscribed before the undersigned this 28 day of July, 2023

Unofficial Witness

Notary Public
My Commission Expires:



ERNEST COMMUNITIES, LLC

BY: Elizabeth K. Williams-Holley LS
Elizabeth K. Williams-Holley
Sole Member

BK:2870 PG:665

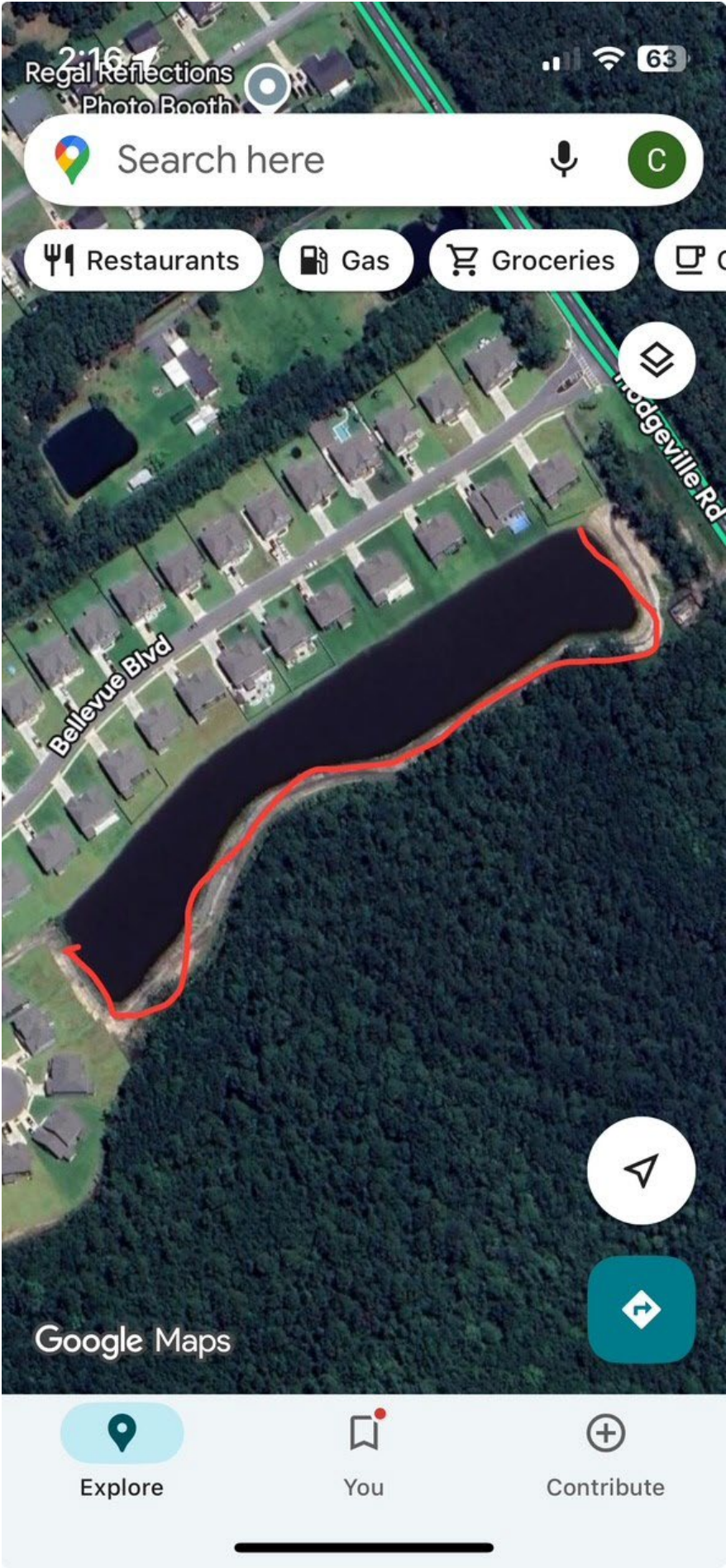
EXHIBIT "A"
(Legal Description)

ALL THOSE LOTS, TRACTS OR PARCELS OF LAND SITUATE, LYING AND BEING IN EFFINGHAM COUNTY DESIGNATED AS "COMMON AREA LAGOON 5.19 ACRES", "COMMON AREA 0.18 ACRES", "COMMON AREA 0.16 ACRES", "COMMON AREA 0.10 ACRES", "LOT 70/Common Area 0.07 ACRES" AND "MAIL KIOSK 0.15 ACRES" AS SHOWN ON THAT PLAT DATED JULY 12, 2022 ENTITLED "MAJOR SUBDIVISION NEW HAVEN, PHASE 1, PORTION OF PARCEL 5 & 6, FORMERLY PORTION OF TRACT 2 OF THE RINCON RESEARCH TRACT. LANDS OF ERNEST COMMUNITIES LLC 9TH G.M.D., EFFINGHAM COUNTY, GEORGIA" , PREPARED BY P. NATHAN BROWN, GEORGIA REGISTERED LAND SURVEYOR AND RECORDED IN PLAT BOOK 29, PAGE 381, EFFINGHAM COUNTY, GEORGIA RECORDS. SAID PLAT IS INCORPORATED HEREIN FOR DESCRIPTIVE AND ALL OTHER PURPOSES.

ALSO, THAT PARCEL OF LAND SITUATE, LYING AND BEING IN EFFINGHAM COUNTY, GEORGIA, DESIGNATED AS PARCEL 7, AND SHOWN ON THAT PLAT DATED OCTOBER 10, 2006, REVISED NOVEMBER 21, 2006 ENTITLED "COMPILATION MAP, TRACT "A" BEING A 492.06 ACRE PORTION OF TRACT 2, RINCON RESEARCH TRACT, 9TH G.M. DISTRICT, EFFINGHAM COUNTY, GEORGIA, FOR SOUTHEAST COAST DEVELOPMENT, LLC" PREPARED BY JAMES M. SIMS. GRLS NO. 2280 AND RECORDED IN PLAT BOOK C144, PAGE F, EFFINGHAM COUNTY, GEORGIA RECORDS. SAID PLAT IS INCORPORATED HEREIN FOR DESCRIPTIVE AND ALL OTHER PURPOSES.

THIS DEED WAS PREPARED BY WEINER SHEAROUSE WEITZ GREENBERG & SHAW, LLP, 10385 FORD AVENUE, RICHMOND HILL, GEORGIA WITHOUT BENEFIT OF A TITLE EXAMINATION.

EXHIBIT B

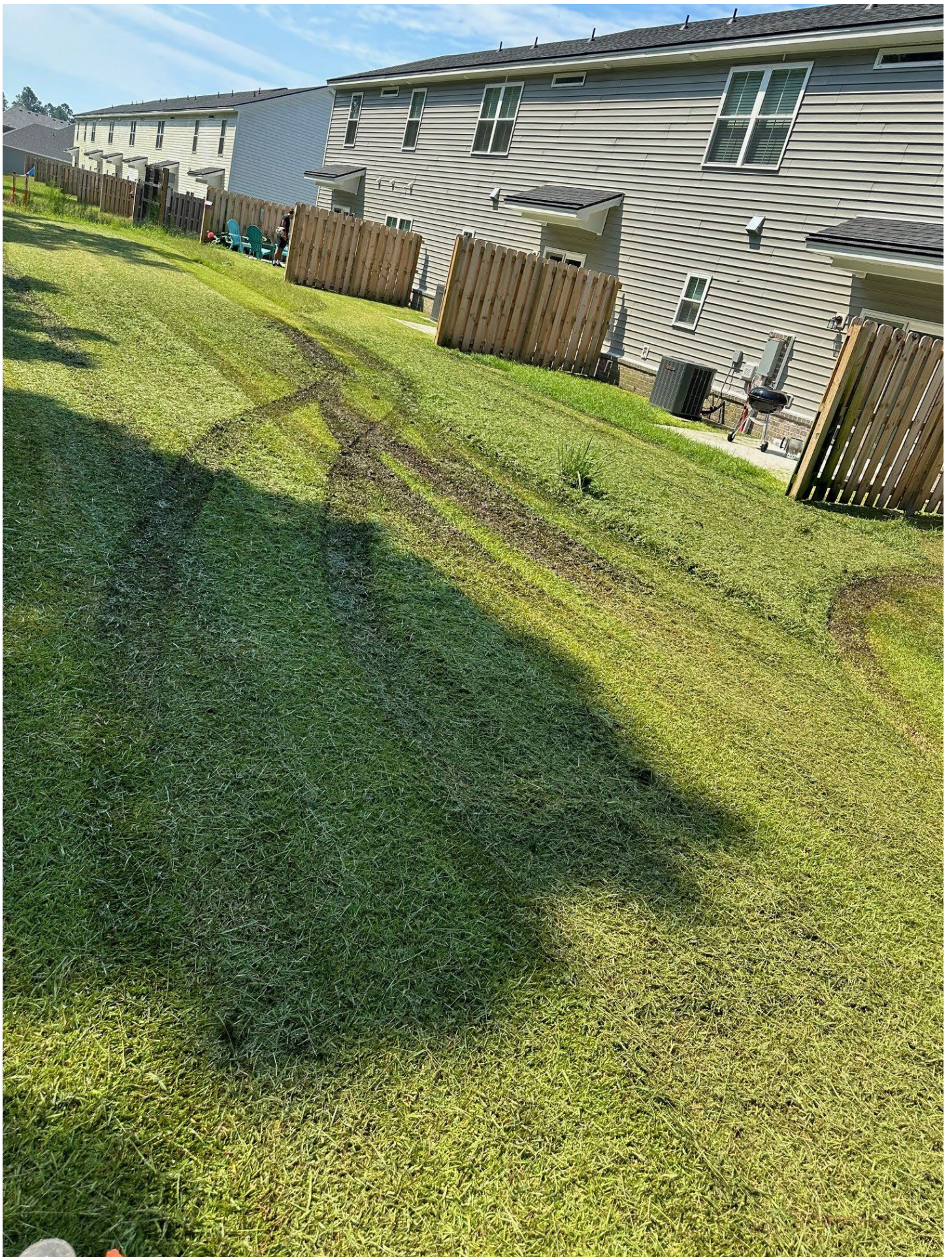




















10:25

48



Search here



Restaurants



Gas



Coffee



Groceries



Alysa Ave



200 ft
100 m

Google Maps

Saddleclub Way

Saddleclub

Latest in the area

68°
72 AQI



Explore



You



Contribute









EXHIBIT C

**TURNOVER OF COMMON AREAS, PHASE 1
OF NEW HAVEN AT BELMONT GLEN SUBDIVISION
AGREEMENT**

THIS TURNOVER OF COMMON AREAS, PHASE 1 OF NEW HAVEN AT BELMONT GLEN SUBDIVISION AGREEMENT ("Agreement") is entered into as of the 20th day of December, 2024 ("Effective Date"), by and between **ERNEST COMMUNITIES LLC**, a Georgia limited liability company ("Declarant") and **BELMONT GLEN HOMEOWNERS ASSOCIATION, INC.**, a Georgia non-profit corporation ("Association").

WITNESSETH:

WHEREAS, Ernest Communities LLC is the Declarant for that certain property commonly known as New Haven at Belmont Glen Subdivision ("Subdivision"), Phase 1 of which is described as a 10.83 acre portion of the Belmont Glen Community, according to a map recorded in Plat Book 29, Page 381, Effingham County Records (the "Plat");

WHEREAS, Declarant recorded that certain declaration entitled General Declaration of Covenants and Restrictions for New Haven at Belmont Glen Subdivision, Phase 1, at Deed Book 2773, Page 827, Effingham County, Georgia Records, as amended and supplemented, which pertains to the Subdivision and future phases subjected to the Declaration (the "Declaration");

WHEREAS, the Association is the property owners association for the Subdivision pursuant to the master covenants for all property comprising the Belmont Glen Community, recorded in Deed Book 1753, Page 44, Effingham County, Georgia Records, as amended and supplemented ("Master Declaration");

WHEREAS, pursuant to that certain Quit Claim Deed recorded at Deed Book 2870, Page 663, Effingham County, Georgia Records, Declarant did quit claim to the Association certain property as identified therein;

WHEREAS, in accord with the Declaration, Section 3.5, the Declarant has quit claimed or will quit claim to the Association as common property legal title to the common properties, as required therein, after development of each phase of the Subdivision; and

WHEREAS, Declarant has developed and sold Lots within Phase 1 of the Subdivision ("Phase 1") and the parties desire to enter into this turnover agreement regarding acceptance, administration, maintenance, repair and replacement of the common area of Phase 1.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Common Areas and Playground. As of 5:00 PM, EDT on the Effective Date of this Agreement, the Association hereby accepts the common areas, common

properties, facilities and amenities of Phase 1 of the Subdivision as shown on the Plat, the Association acknowledges that the Declarant has fulfilled all of its obligations regarding said areas, and the Association shall thereafter be responsible for maintenance, repair, and replacement of said real property, improvements, furniture, fixtures and equipment. The Association has inspected these areas as of the Effective Date of this Agreement, or has otherwise satisfied itself that the condition of these areas is satisfactory as of the Effective Date.

As of 5:00 PM, EDT on the Effective Date, the Declarant shall have no further obligation to take any action, nor shall it be liable for any inaction, with respect to said property, including without limitation, capital improvements, maintenance, repair and replacement, except that during the first quarter of 2025, Declarant shall install or cause to be installed a playground at the common area of Phase 1, across from the mail kiosk, for the use and enjoyment of the residents of the Subdivision ("Playground"). Declarant's budget for the Playground is \$60,000.00 maximum.

Except for the Playground, the Association hereby accepts the existing common area, common properties, facilities, amenities, furniture, fixture and equipment at Phase 1 in their **"WHERE IS, AS IS"** CONDITION WITHOUT RECOURSE. Upon final completion of the Playground, and after inspection and approval of the Association, said approval to not be unreasonably withheld, the Association shall accept the Playground in its **"WHERE IS, AS IS"** CONDITION WITHOUT RECOURSE. Except for the Playground, neither Declarant nor Association shall have any obligation or duty, nor have either of them made any representations or promise, express or implied, to provide or deliver to the Association any additional or alternative amenities or facilities.

THE DECLARANT DISCLAIMS AND MAKES NO REPRESENTATIONS, WARRANTIES OR OTHER AGREEMENTS, EXPRESS OR IMPLIED BY LAW OR FACT, WITH RESPECT TO THE COMMON AREAS, COMMON PROPERTIES, FACILITIES, AMENITIES, FURNITURE, FIXTURES, AND EQUIPMENT AT PHASE 1, INCLUDING WITHOUT LIMITATION REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE ORDINARY OR ANY PARTICULAR PURPOSE, OR ANY OTHER REPRESENTATIONS OR WARRANTIES AFFECTING THE REAL PROPERTY OR AMENITIES, INCLUDING AS TO THE CONDITION, CONSTRUCTION, ACCURACY, COMPLETENESS, DESIGN, ADEQUACY OF THE SIZE OR THE CAPACITY IN RELATION TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECONOMIC PERFORMANCE OR OPERATIONS OF, OR THE MATERIALS, FURNITURE OR EQUIPMENT WHICH HAS BEEN OR WILL BE USED IN THE COMMON AREAS, COMMON PROPERTIES AND AMENITIES.

2. Installation of Playground. Declarant shall install the Playground or shall cause the installation of the Playground in compliance with the terms of this Agreement. Declarant shall install the Playground in a fit and workmanlike manner. The Association hereby consents to Declarant's installation of the Playground, and grants Declarant an easement to enter onto the Association's property to install the Playground.
3. Insurance. As of the Effective Date of this Agreement, the Association shall cause the common areas, common properties, facilities and amenities of Phase 1 to be insured, under such terms and conditions as required by the Declaration.
4. Taxes. As of the Effective Date of this Agreement, the Association shall pay all taxes for the common areas, common properties, facilities and amenities of Phase 1, and Association shall ensure that the Effingham tax assessor lists the Association as the owner of said property.
5. First Amendment to Declaration. Within five (5) days of the Effective Date of this Agreement, the Declarant shall record that certain First Amendment to the General Declaration of Covenants and Restrictions for New Haven at Belmont Glen, Phase 1, as attached hereto as Exhibit "A" ("First Amendment"), which provides, *inter alia*, that a capital contribution of \$1,000.00 be paid to the Association by each new Owner (excluding sales to Builders of vacant Lots) and all re-sales, as further provided therein. Within 30 days of the Effective Date of this Agreement, Declarant shall pay to the Association the sum of Eighty-Four Thousand and 00/100 Dollars (\$84,000.00) ("Turnover Payment"), which represents payment equivalent to the \$1,000.00 capital contribution from eight-four Lot sales that happened prior to recording of the First Amendment. Upon information and belief, after recording of the First Amendment, the Association would be entitled to collect additional capital contributions for each initial sale of the remaining Lots, as they are sold, and for each re-sale, pursuant to the recorded First Amendment. The Declarant shall have no further financial obligation for payment to or on behalf of the Association after Declarant makes the Turnover Payment. The Declarant waives and shall not assert entitlement to amounts Declarant spent prior to the Effective Date of this Agreement on maintenance of the Phase 1 common areas.
6. Marketing. Declarant and its sales brokers and sales agents engaged in marketing and sales of Lots at the Subdivision shall have the right of access through the Subdivision and the right of use and access over, across and upon the streets and common areas of the Subdivision for the purpose of sales and marketing of the Lots of the Subdivision.
7. Association Governing Documents. The Association shall not amend the Association governing documents, including without limited to the Association

Bylaws, if such amendment materially adversely affects any express right or obligation granted or imposed by this Agreement, and to the extent any such amendment is adopted then it shall be void *ab initio* and the terms of this Agreement control. The parties hereby ratify, reaffirm, and agree to abide by the Association governing documents, as amended hereby, including each and every term, condition and provision thereof.

8. The parties hereto, to the fullest extent permitted by law, hereby release, and forever discharge each other, their respective trustees, officers, directors, members, participants, beneficiaries, agents, attorneys, affiliates and employees, from any and all claims, actions, causes of action, suits, defenses, set-offs, and liabilities of any kind or character whatsoever, known or unknown, contingent or matured, in contract or in tort, at law or in equity, or otherwise, including, without limitation, claims or defenses relating to allegations of fraud, duress, bad faith and usury, which relate, in whole or in part, directly or indirectly, concern or arise from the common areas, common properties, facilities, amenities, furniture, fixtures and equipment of Phase 1 of the Subdivision or the conveyance of said property to the Association by the Declarant.

9. Miscellaneous Provisions.

a. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

b. Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto and supersedes and cancels any prior agreements, representations, warranties, or communications, whether oral or written. No modifications or amendments to this Agreement shall be effective and binding unless made by a writing executed by all parties to this Agreement.

c. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

d. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

f. Construction of Agreement. The parties acknowledge that each party has participated in the negotiation and preparation of this Agreement. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing the Agreement to be drafted.

g. Waivers. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, and any such rights may be exercised from time to time as often as deemed expedient. Any waiver shall be in writing and signed by the party granting such waiver.

h. Notice. Every notice, demand, consent, approval or other document or instrument required or permitted to be served upon or given to any party hereto shall be in writing and shall be delivered in one of the following manners: (i) in person; (ii) by fax with a communication result report confirming receipt; (iii) by e-mail with a delivery receipt (iii) nationally recognized overnight courier service with dated evidence of delivery; or (iv) in registered or certified form, postage prepaid, return receipt requested. Rejection or other refusal to accept shall constitute receipt.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

ASSOCIATION:

**BELMONT GLEN HOMEOWNERS
ASSOCIATION, INC.,** a Georgia non-
profit corporation

By: _____

Its: _____

PRESIDENT, BELMONT GLEN HOA

DECLARANT:

ERNEST COMMUNITIES LLC, a
Georgia limited liability company

By: _____

Its: _____

Mgr

EXHIBIT "A"

RETURN TO:
McCorkle, Johnson & McCoy, LLP
319 Tattnall Street
Savannah, Georgia 31401

PLEASE CROSS REFERENCE:
Deed Book 1753, Page 44
Deed Book 2773, Page 827
Effingham County, Georgia records.

**FIRST AMENDMENT TO THE GENERAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR
NEW HAVEN AT BELMONT GLEN, PHASE 1**

This **First Amendment to the General Declaration of Covenants and Restrictions for New Haven at Belmont Glen, Phase 1** ("First Amendment") is entered into by **Ernest Communities, LLC** ("Declarant"), a Georgia limited liability company, on this 20th day of December, 2024.

WHEREAS, Konter Development Company, Inc., Southeast Coast Development, LLC, and Ernest Communities, LLC, submitted that certain real property commonly known as the Belmont Glen subdivision, to a master Declaration of Restrictions, recorded in Deed Book 1753, Page 44, Effingham County, Georgia records;

WHEREAS, Ernest Communities, LLC, as Declarant of the New Haven phase within the Belmont Glen subdivision, submitted that certain real property known as New Haven at Belmont Glen, to the General Declaration of Covenants and Restrictions for New Haven at Belmont Glen Subdivision, Phase 1, recorded in Deed Book 2773, Page 827, Effingham County, Georgia records ("Declaration"); and,

WHEREAS, Declarant, which still owns Lots within the New Haven phase of the Belmont Glen subdivision, desires to amend the Declaration pursuant to the authority granted Declarant in Section 18.1 of the Declaration.

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) in hand paid, the recitals listed above, and the benefits derived by the Owners of Lots within New Haven at Belmont Glen subdivision, the Declaration is amended follows:

1. Section 2.6 is hereby amended to read as follows:

"2.6 No more than a total of three domesticated dogs and/or cat shall be kept on any part of a Lot. Such domesticated animals may not be used for any commercial purpose, such as breeding, nor shall they create any nuisance. Any existing Effingham County Leash Ordinance shall apply to such domesticated dogs and cats, as well as all ordinances spelled out by Effingham

County as it pertains to pets or domesticated animals. Dogs and cats must be subject to such restraints as are necessary to prevent these animals from roaming onto any other Lot within the Subdivision. Electric fences are not considered an acceptable means of restraint.”

2. The first sentence of Section 2.9 is hereby deleted and the following inserted in its place:

“2.9 On all Lots within New Haven at Belmont Glen Subdivision, boat trailers, utility trailers, campers, recreational vehicles and motorcycles must either be in a storage facility or, to the extent applicable, be situated behind the Detached Dwelling House or fence and adequately screened behind either.”

3. Section 2.14 is hereby deleted and the following inserted in its place:

“No fences shall be permitted on said property except as hereinafter provided and only upon the approval of the Architectural Review Committee as hereinafter provided. Fencing of any Common Property by an adjacent Owner is prohibited. Prefabricated fences are prohibited on Townhouse Lots. Townhouse Lots approved fences may be 6’ wood, shadow box fence or board-on-board fence. Said fence must be approved prior to construction and must be build board by board on site. Prefabricated fences may be allowed on Detached Dwelling House Lots, subject to approval by the Architectural Review Committee”

4. Section 2.15 is deleted and the following inserted in its place:

“As to all Lots in New Haven at Belmont Glen Subdivision, trash, garbage, or other waste shall be kept in sanitary containers and shall be situated behind the Dwelling House or fence, where the container cannot be seen from the street in front or from the neighboring house to the sides of

the subject Lot. Any incinerators or other equipment used for the disposal of such waste shall be kept in a clean and sanitary condition and shall also be situated behind the Dwelling House or fence where such equipment cannot be seen from the street in front or from the neighboring house to the sides of the subject Lot. The method of screening from view of the rear of the Lot shall be established by the Architectural Review Committee for Belmont Glen.”

5. Section 2.18 is deleted and the following inserted in its place:

“All swing sets, play equipment and playhouses must be of such size and situated behind the Dwelling House or fence where the equipment is mostly screened from view from the street and the sides of the subject Lot. The method of screening must be approved by the Architectural Review Committee for Belmont Glen. In the sole discretion of the Architectural Review Committee for Belmont Glen, fencing may be an approved method of screening. Except for the Association, no person may install a swing set, play equipment or playhouse on the Common Properties. All portable or permanent athletic equipment located on a Lot shall be placed and maintained in accordance with reasonable guidelines as adopted by the Association or the Architectural Review Committee.”

6. Section 2.20 is deleted and the following inserted in its place:

“No clotheslines shall be permitted on any Lot or the Common Properties except to the extent located behind the Dwelling House or Detached Dwelling House and completely screened from view of the street or adjoining Lots.”

7. The following is added after the last sentence of Section 2.24:

“This restriction does not apply to typical holiday décor or lighting that is placed on the Lot within thirty (30) days of the holiday, and removed within thirty (30) days after the holiday.”

8. Section 2.27 is deleted and the following inserted in its place:

“There shall be no obstruction of any area designated as an open space, buffer, recreational area, common area, or access easements as shown on the Plat of the Subdivision.”

9. The following is added after the last sentence of Section 3.3:

“Notwithstanding the foregoing, Board members may be reimbursed by the Association for reasonable expenses incurred in connection with his or her duties as a Board member, as the same may be approved by a majority vote of the disinterested Board members.”

10. Section 4.3 is deleted and the following inserted in its place:

“Upon its initial formation, the Architectural Review Committee for New Haven shall consist of the following members: (a) Beth Williams Holley; (b) David Millek; and (c) Jessica Miles. Said committee members, or their replacements as selected by the Declarant, shall continue to serve until a date certain, which shall be the later of: (a) a date at which time one hundred percent (100%) of the Lots in the New Haven Subdivision with completed Dwelling Houses constructed thereon, have been conveyed to third party purchasers or are otherwise issued a certificate of occupancy; or (b) the date the Declarant, including any successor of Declarant to which these rights have been transferred, (1) has no more property contiguous to New Haven which may be developed as single family residential lots to which the Declaration has or may be extended and (2) has no Lots which have not received a certificate of occupancy within the New Haven Subdivision or any

additional lots to which these covenants have been extended. At such time, Declarant shall cease to select the members of the Architectural Review Committee for New Haven Subdivision and such responsibility shall be assumed by the Association. In January of the following year, the Board of Directors of the Association may, but shall not be required to, select a registered architect, licensed builder and/or landscape architect to be members of the Architectural Review Committee. Such architects shall serve at the pleasure of the Board of Directors but may be terminated upon ninety (90) days written notice. The Board of Directors shall at the same time select, to the extent not already selected, three (3) representatives to be members of the Architectural Review Committee. The Architectural Review Committee shall then consist of a minimum of three (3) members. The term of an Association representative shall normally be two (2) years with no restrictions on the number of years a representative may serve. At the first annual meeting where the Board of Directors selects members of the Association, to the extent not already selected, two (2) representatives shall be selected to serve one (1) year each and the third representative shall be selected for a two (2) year term. Thereafter, all terms will be for a two (2) year period, subject to the Board of Directors right to remove a representative for any reason, with or without cause. Notwithstanding the foregoing, the Declarant's right, by and through the Declarant appointed Architectural Review Committee, to approve or disapprove any modification, improvement, construction, or other matters which are expressly stated herein to be within the jurisdiction of such committee, shall cease upon conveyance of any Lot with a Dwelling House or Detached Dwelling House constructed thereon to a third party, at which time the rights of such committee shall be

assumed by the then existing Associations appointed Architectural Review Committee as to said Lot.”

11. The following is added after the last sentence of Section 7.1:

“Upon any bona fide sale for consideration of any Lot within New Haven to a third party (excluding sales to Builders of vacant Lots), after the date this Amendment is recorded, and including any re-sales, there shall be a capital contribution of \$1,000.00, paid to the Association by the new Owner upon the closing. The capital contribution assessment shall not be deemed to be an advance payment of any assessment and may not be paid in lieu of any assessment. The capital contribution assessment shall be the personal obligation of the new Owner and shall constitute a lien upon the Lot in the same manner as assessments as provided herein. Notwithstanding anything contained herein to the contrary, to the extent a Dwelling House or Detached Dwelling House is constructed on a Lot for which a certificate of occupancy is issued, and said Lot is rented or leased by the Declarant or a Builder, the Owner of said Lot shall be responsible for paying assessments as set forth herein, including without limitation the capital contribution assessment, commencing as of the date of the initial lease term.”

12. The following is added to the beginning of Section 11.3(b):

“On or before January 1 of each year, or upon request of the Board,…”

13. To the extent there is a conflict between any provision of this First Amendment and the Declaration, the terms of this First Amendment shall control.

14. All other terms and covenants set forth in the Declaration, as amended and supplemented hereby, and the Bylaws are hereby ratified, confirmed and reaffirmed, and shall remain in full force and effect.

DECLARANT:

Signed, sealed and delivered this
20 day of ~~November~~, 2024, in the
presence of: ~~December~~ (CS)

Lorrie E. Bryan
Unofficial Witness

ERNEST COMMUNITIES, LLC,
a Georgia limited liability company.

By: [Signature]
Its: Member

Colleen Sullivan Fullerton
Notary Public

My Commission Expires:
12-5-2028



EXHIBIT D

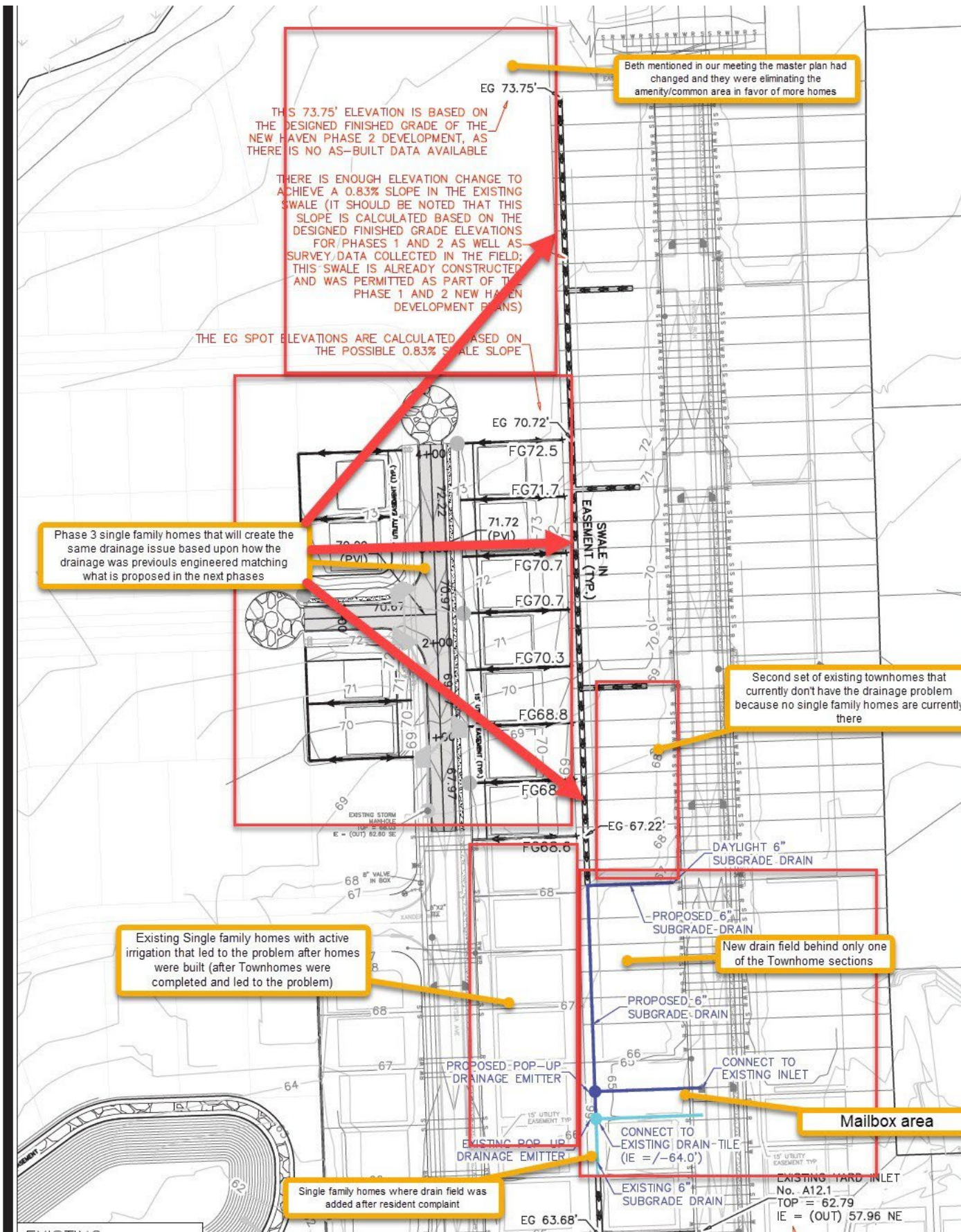


EXHIBIT E

As of 9/15/23 the Belmont Glen HOA Board of Directors(BOD) is willing to take over the following areas in New Haven:

1. Electric Bill (Service to be transferred)
2. Water Bill (Service to be transferred)
3. Landscaping of entrance and existing townhome properties (Existing contracts to be cancelled)

Commented [BH1]: I am fine with these 3 things starting 9-15

Commented [BH2R1]: I am not agreeing to irrigation in all common areas, some are natural others may not warrant it. All common areas have been transferred. I agree to 2 - 5.

Additional Common Areas in New Haven will be maintained when the following guidelines have been met:

1. Area has been graded, seed/sod and irrigation installed.
2. Area is free of all construction and trash debris.
3. Area is free of safety concerns (large holes, trip hazards, erosion, etc.)
4. Ownership of property is transferred to the HOA.
5. Notice is provided.

The above agreement is contingent upon:

1. The (BOD) would like the covenants amended to state that the HOA will manage ARC requests post-sale.
2. The (BOD) would like the covenants amended to allow vinyl fencing (section 2.14 BOD suggestion)
3. Per the agreement to contribute \$300,000 to the HOA we would like clarification on how this contribution will be paid and on what timeline. Are we correct in our reading of the capital contribution (initiation fee) will be coming from the sale of the home from the purchaser? Is this being amended in the covenants and closing documents? Or is this coming from the builder at time of closing?

Commented [BH3]: I am fine with but they must follow the covenant

Commented [BH4R3]: It will be written in to the covenant. And paid at closing of the home. Who pays it is always negotiable between the buyer and seller. The developer will pay the fee for homes already closed when phase 3 lots are sold. We should start building phase 3 by the end of this year.

Commented [BH5]: I am checking with the builders to see if they have opposition

To the extent the Association immediately takes over the expenses and maintenance of New Haven at Belmont Subdivision (Townhouse Lots and common area expenses) and reimburses my client for its expenses starting June 1, 2023 and going forward takes over all that maintenance, my client would be willing to provide funding of \$300,000 to the Association, through a capital contribution (initiation fee) amendment applicable to initial homeowners and resales within New Haven at Belmont Glen.

Additional comments/questions:

1. The walking path at the front pond cannot be taken over at this time. The current state is a tripping hazard, already showing signs of erosion, trash is visible in the walking trail, trail does not appear to be complete as it does not circle the pond as shown on previously supplied drawings. Seed/Sod is needed between the front entrance and 101 Bellevue Blvd.
2. The mailbox areas as well as in between the first two townhome sections cannot be taken over at this time. Both areas need to be graded and seed/sod established.

Commented [BH6]: I will look at 1 and 2

3. The BOD is thankful for the inclusion of playground equipment in the New Haven area. We would like to have the opportunity to review the New Haven Park plans to be able to budget and prepare for maintenance of this area. Additionally, if there are any tentative timelines for the playground, those would be appreciated.
4. In regard to the amendment suggestions made by the board to the New Haven covenants that were NOT replied to or noted in your previous reply (8/11/23), can you confirm you're fine with what was suggested by the board of directors? And in regard to the items you mentioned that needed clarity from legal on both sides, what was the final suggestion in regards to those amendment suggestions?

Commented [BH7]: I will share location and plans for the play ground for review. It will be put in when phase 3 lots are sold

Commented [BH8]: I thought all questions had been answered. The Hoa attorney can provide us with wording for agreed changes and my attorney will review

From: Belmont Glen Facilities <facilities@belmontglen.com>

Date: 3/14/25 10:14 AM (GMT-05:00)

To: Beth Holley <bholley@ernesthomes.com>, David Millek <dmillek@ernesthomes.com>, Jessica Miles <jmiles@ernesthomes.com>, Patrick Thompson <pthompson@asihhi.com>, Board of Directors <bod@belmontglen.com>

Subject: Playscape for New Haven

Good morning Ernest,

We wanted to touch base about the playscape to be installed by you in New Haven. When are you planning to start that process and as we asked before, could we please be brought in on what your plans are for the area. Also, I'm guessing that will be going in across the street from the mailboxes on Haisley in the open lot as I believe there are no other amenity or green space areas planned in the current phase?

Thank you

Sent from my iPhone

On Mar 14, 2025, at 12:30 PM, Beth Holley <bholley@ernesthomes.com> wrote:

We have hired a company. Jessica please provide the draws and schedule to the HOA.

Beth Williams Holley

912.398.6779

Ernest Homes LLC

Liz and Associates LLC

Licensed Residential Light Commercial Contractor

Licensed Georgia Real Estate Broker

From: Jessica Miles <jmiles@ernesthomes.com>

Sent: Tuesday, March 18, 2025 4:15 PM

To: Belmont Glen Facilities <facilities@belmontglen.com>; Beth Holley <bholley@ernesthomes.com>

Cc: Patrick Thompson <pthompson@asihhi.com>; Board of Directors <bod@belmontglen.com>

Subject: Re: Playscape for New Haven

Caution: [EXTERNAL EMAIL] This email originated from outside the company.

Hi,

Here is the information on the playground. We will be requesting it to be installed on 208 Haisley Run which is the common area between lots 42 and 43. When Pro Playgrounds has it drawn up on the plat the process for approval and permitting process from Effingham County can begin.

Thank you,

Jessica Miles

Ernest Homes

912-313-6677 cell

912-445-2005 direct line

912-756-4135 office

www.ernesthomes.com

On Mon, Jun 16, 2025 at 11:38 AM Jonathan Hulme <jhulme@effinghamcounty.org> wrote:
Good morning Chris,

Yes, thank you for letting us know about this. Effingham County has adopted the latest Bike/Ped plan showing Hodgeville Rd as a route to plan for a Multiuse Trail. My recommendation would be to put it on the West side of the road to serve both these communities to your point. Majority of the residential is located on the west side too. Two things the county is working on is Right of way (ROW) and funding for the Multiuse trails.

Let me investigate the ROW that is there on Hodgeville Rd a little further and circle back.

Thanks,

Jonathan Hulme, P.E.

County Engineer

<image001.png>

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

804 South Laurel Street | Springfield, GA 31329

o. 912-754-8067

c. 912-429-7354

From: Belmont Glen Facilities <facilities@belmontglen.com>

Sent: Friday, June 20, 2025 11:03 AM

To: Roger Burdette <burdettedistrict2@gmail.com>

Cc: Board of Directors <bod@belmontglen.com>; Marie Todd <MTodd@effinghamcounty.org>; Timothy Callanan <TCallanan@effinghamcounty.org>; Patrick Thompson <pthompson@asihhi.com>; cfernald@effinghamcounty.org

Subject: Re: Hodgeville Sidewalk Request

Good morning. Tim, Chelsea and Marie. My last message did not go through because your email server suspected it as spam. Below is the message, but I believe Roger may have gotten it. In short, below is what I wrote. Ill just include the different master plans, but in the other email there is a lot more supporting documentation

Good morning Roger,

Thank you for taking the time to talk with me last night. Per your request, attached are three phases of the master plan (as well as some other relevant information and supporting emails). This includes the original for 2006, the one from 2022 which shows amenity space, then an updated one from 2024 that shows Ernest scrapped most of those areas in favor of adding additional homes (we did not learn of this until we had to meet with Beth face to face for a drainage issue behind the townhomes that wasn't engineered correctly, and the solution was over promised and fell short what we agreed to).

We as a board have been constantly having bear the burden of out of our budget for many aspects they have chosen either not to follow through on, or assume liability for. You had mentioned in our conversation yesterday about the undersized pool and amenity area that was already too small for Belmont Glen alone (nearly 500 homes), let alone adding in New Haven (I believe an additional 300 homes when all is said and done).

We had approached an engineering firm in 2020 to expand our pool knowing this was coming, but not a single bank will touch this because of how the covenants were handed down to us that states a special assessment would require a 2/3 votes, and only for a single year assessment. In short, we have no way to fund the build out of an expansion even if we could incorporate that into our budget.

Many residents in the New Haven development have already voiced this concern, as well as no physical path to connect the two (which is what prompted my email about the path). I proposed two solutions to Beth, 1st suggesting cutting a path just north of the creek that connects the two sections and is on higher ground (with her forestry equipment already onsite, this would have been a cake walk). She latter suggested a path you can see on the master plan that connects a small path at the back of New Haven and Saddleclub way, but she also balked at that idea as well (the grounds there are not nearly as terrible as she makes it out to be - ive walked it).

With regards to what you suggested as putting this as a requirement for future approvals, can anything be done right now for her not following through at the county level on some of the items which was shown in the master plan but later scrapped for additional home lots?

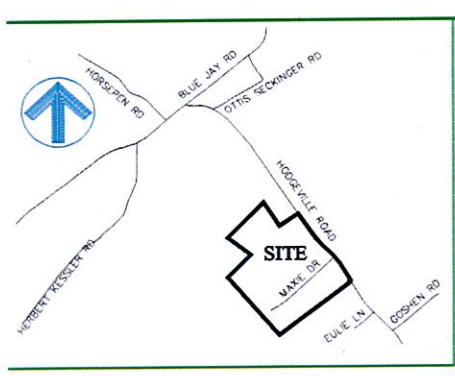
Lastly, I'm including some additional context that I made mention of last night. In short, she conveyed the 1st phase to us in July of 2023 without us knowing or signing off on as we had conditions in order accept that phase that were sent after (in September of 2023) and those negotiations we're not done in good faith as they had already signed it over. I bring this up as we are still currently having multiple battles with drainage behind the townhomes on both sides of Haisley, the only area we can now put only a play ground is between a single family home and the start of the townhomes (208 Haisley) as she has scrapped every other area/has no plans to offer any amenities or area for amenities.

I know there is a lot here and if there is anything you or the county needs further explanation on, please let me know and ill be glad to share what I have

Chris Kubinski
Belmont Glen Board of Directors & Facilities manager
734-216-5546

Confidentiality Notice: This message (including any attachments) is only for the use of the person(s) for whom it is intended. It may contain confidential, proprietary and/or trade secret information. If you are not the intended recipient, you are forbidden to copy, distribute or use this information for any purpose, and you should inform the sender immediately and delete this e-mail. Any distribution of information in this email or any other form of re-transmitting this communication is strictly forbidden without the express consent of the sender and/or Belmont Glen Board of Directors

EXHIBIT F



VICINITY MAP
N.T.S.



TABLE

LOT DESIGNATION	MINIMUM LOT DIMENSIONS	LOT AREA (SF)	SUB-AREA (ACRES)	% OF TOTAL AREA	NO. LOTS	% OF TOTAL LOTS
J-1	VARIES	20,000	96	20	34	6
J-2	100 x 150	15,000			64	11
K-1	75 x 115	8,625	111	23	117	19
K-2	65 x 110	7,150			177	29
E-1	75 x 120	9,000	72	15	100	17
E-2	55 x 110	6,050			111	18
COMMERCIAL/RETAIL			17	3		
RECREATION			7	1		
EQUESTRIAN			7	1		
WETLANDS			176	36		
OTHER			6	1		
TOTAL			492	100	603	100

MASTER PLAN RESEARCH FOREST

EFFINGHAM COUNTY, GA.

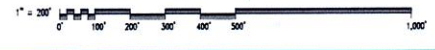
PREPARED FOR:
SOUTHEAST COAST DEVELOPMENT, LLC

FEBRUARY 7, 2006 SCALE: 1" = 200'

REV. FEBRUARY 20, 2006

REV. FEBRUARY 23, 2006

GRAPHIC SCALE



HUSSEY, GAY, BELL AND DeYOUNG
329 COMMERCIAL DRIVE
SAVANNAH GA 31406

