

# **MENROS**

## **DECLARATION**

**OF**

## **COVENANTS, CONDITIONS AND RESTRICTIONS**

**THIS DECLARATION** is made by Felix Rosas, hereinafter referred to as "**Declarant**" and Mario Mendez hereinafter referred to as "**Title Holder**".

**WHEREAS**, Declarant is the developer of **Menros** located in Columbia County Georgia; and

**WHEREAS**, Declarant and Title Holder are the owners of the real property described on Exhibit "A" attached, hereinafter; and

**WHEREAS**, Declarant and Title Holder desire to provide for the preservation and enhancement of the property values and quality of life in Menros, and the health, safety and general welfare of the owners of the properties therein;

**NOW, THEREFORE**, Declarant and Title Holder hereby declare that the real property described on Exhibit "A" attached hereto shall be held, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements and other provisions of this Declaration that shall run with the title to the land in Menros. This Declaration is binding upon and shall inure to the benefit of Declarant and Title Holder, their successors and assigns, and all persons and entities who may hereafter acquire any right, title or interest in said real property or any portion thereof.

**ARTICLE I**  
**DEFINITIONS**

Unless the context clearly requires otherwise, the following definitions shall control the interpretation of this Declaration:

**Section 1. Declarant.** "Declarant" means **Felix Rosas**. No successor or assignee of Declarant shall have any rights or obligations of Declarant hereunder unless they are specifically set forth in the instrument of succession or assignment or pass by operation of law. **Title Holder** means **Mario Mendez**.

**Section 2. Menros.** "Menros" means all real property that is subject to this Declaration, including the real property described on Exhibit "A" attached hereto.

**Section 3. "Development Period"** means that period commencing on the date hereof and ending when Title Holder has sold all land in Menros.

**Section 4. Parcels and Residences. "Parcel"** means a parcel of land or other recognized real property interest capable of separate ownership shown on any recorded plat or plan of Menros and that is subject to this Declaration, excluding property owned by governmental agencies and utility companies. **"Residence"** means a dwelling in Menros designed for single family residential occupancy.

**Section 5. Owners. "Owner"** means the owner, whether one or more persons or entities, of a Parcel in Menros. When a Parcel is owned by more than one person or entity, all such persons and entities, collectively, are deemed to be one Owner. The owner of a life estate in a Parcel is deemed to be the Owner as long as the life estate exists. Declarant is an Owner as long as Declarant owns one or more Parcels in Menros. A Mortgagee is not an Owner. Unless Declarant has satisfactory proof to the contrary, ownership of a Parcel is deemed to be vested in accordance with the real estate records of the Clerk of Superior Court of Columbia County, Georgia.

**ARTICLE II**  
**PROPERTY SUBJECT TO DECLARATION**

**Section 1. Property Subject to Declaration.** The real property described on Exhibit "A" attached hereto shall be held, sold, conveyed and occupied subject to the provisions of this Declaration.

**ARTICLE III**  
**NO ASSOCIATION /DUES**

There is no Owner's Association in Menros. This Declaration makes no provision for, and does not authorize any mandatory assessments or association dues in Menros except as provided for maintenance of Menros Way.

**ARTICLE IV**  
**EASEMENTS**

**Section 1. Menros Way: Easement for Ingress-Egress and Utilities.** Declarant and Title Holder hereby establish a perpetual non-exclusive easement appurtenant to each Parcel in Menros for the purpose of ingress and egress to and from Cobbham Road, a public road of Columbia County, and for the installation and maintenance of utilities over, under, through, and across the area shown as "Menros Way", 30' Ingress/Egress Easement" on the Plat described in Exhibit "A" attached hereto.

**Section 2. Maintenance of Menros Way.** The maintenance and upkeep of Menros Way due to normal wear and tear shall be shared equally between the Owners of all Parcels in Menros. The Owner of each Parcel shall be responsible for repairs due to willful acts or acts of gross negligence by such Owner or the Owner's Permittees. The need for repair or maintenance shall be determined in the reasonable determination of the Owners of fifty-one (51%) percent of the Owners of Parcels in Menros. Should any Owner ( a "Non-Performing Owner") fail or refuse to perform any maintenance or repair obligations as provided herein, the Owners of the remaining Parcels (the "Performing Owners") may notify the Non-Performing Owner that repair or maintenance should be performed, and if no action is taken by the Non-Performing Owner within thirty (30) days of such notice, the Performing Owners may, at their option, perform such reasonably necessary maintenance and repairs and demand reimbursement from the Non-Performing Owner for any reasonable cost of such repair or maintenance. The Non-Performing Owner shall reimburse the Performing Owners for the actual out of pocket costs and expenses reasonably incurred in connection with such maintenance or repairs (as well as a charge equal to ten percent (10%) of such total costs and expenses) within thirty (30) days after written demand presented with reasonable evidence of such costs and expenses. In the event of any litigation arising from enforcement of this agreement, the prevailing party shall be entitled to recover their reasonable attorney's fees and costs from the other party.

**ARTICLE V**  
**BUILDING RESTRICTIONS**

**Section 1. Primary Residence.**

(a) The Primary Residence constructed on each parcel must contain no less than 3000 square feet .

(b) There may not be more than one structure on each Parcel intended to be occupied as a residence or temporary dwelling.

**Section 2. Temporary Structures.** No house trailer or other manufactured housing is allowed in Menros. No house trailer, mobile home, motor home, manufactured building, trailer, tent, shack, tiny home, temporary structure, or other similar building, structure or vehicle may be used as a permanent or temporary dwelling in Menros.

**ARTICLE VI**  
**ENFORCEMENT**

**Section 1. Violations.** The provisions of this Declaration shall be observed by the Owners and their tenants, occupants and guests. An Owner is responsible and liable for all violations and losses caused by the Owner's tenants, occupants and guests, notwithstanding the fact that such persons are also fully liable therefor. Declarant, the Association, and **any Owner may enforce and prosecute violations of the covenants**, conditions, restrictions, reservations, easements, liens, charges and other provisions now or hereafter, including proceedings at law or in equity. The failure to enforce a particular provision or prosecute a particular violation shall not be deemed a waiver of the right to do so thereafter. In the event a good faith effort to enforcement this Declaration is sought through a court of competent jurisdiction, the party seeking to enforce the covenants shall be entitled to recover from the party against whom enforcement is sought all reasonable attorneys fees and costs in bringing or defending such action. In the event such action, or any counterclaim in such action, is determined to not have been brought in good faith, then the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs and attorney's fees.

## ARTICLE VII

### TERM AND SEVERABILITY

**Section 1. Term.** This Declaration shall run with and bind Menros, and shall be and remain in effect perpetually to the extent permitted by law. Without limiting the foregoing, all easements herein and all affirmative obligations of the Owners herein shall run with and bind Menros, and shall be and remain in effect perpetually to the extent permitted by law. All covenants herein restricting Menros to certain uses shall run with and bind Menros for a period of twenty (20) years from the date hereof, and shall be renewed automatically and perpetually for successive periods of twenty (20) years each, unless terminated in accordance with applicable law. This Declaration may be terminated at any time during the Development Period by recording an instrument signed by Declarant and eighty percent (80%) of the Owners, or following termination of the Development Period, by eighty percent (80%) of the Owners.

**Section 2. Severability.** The invalidity of any provision of this Declaration shall in no way affect the other provisions hereof that are hereby declared to be severable, and that shall remain in full force and effect.

**Section 3. Perpetuities.** If any of the provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provision shall continue only until the later of ninety (90) years from the date hereof, or twenty-one (21) years after the death of the last survivor of the now living descendants of Declarant and Title Holder. The purpose of this section is to prevent a violation of the rule against perpetuities and shall be construed accordingly.

## ARTICLE VIII

### VENUE

All Owners of Parcels in Menros, by virtue of such ownership do hereby consent to personal jurisdiction and venue in Columbia County Georgia, and agree to acknowledge service of process in all Courts of Columbia County, Georgia, for the purpose of the enforcement of the Declarations, and the provisions hereof, including but not limited to, injunctive relief.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed and sealed as of the 23<sup>rd</sup> day of March, 2022.

SIGNED, SEALED AND  
DELIVERED

in the presence of:

[Signature]  
Witness

Declarant

[Signature] L.S.  
Felix Rosas

[Signature]  
Notary Public

SIGNED, SEALED AND  
DELIVERED

in the presence of:

[Signature]  
Witness



Title Holder

[Signature] L.S.  
Mario Mendez

[Signature]  
Notary Public



Exhibit "A"

All those tracts or parcels of land, with improvements thereon, situate, lying and being in Columbia County, Georgia, designated as Tract 1, 10.54 Ac, Tract 2, 6.74 Ac, Tract 3, 6.05 Ac, Tract 4, 6.09 Ac, Tract 5, 6.09 Ac, and New Tract 6, 6.29 Ac, and Menros Way 30' Ingress/Egress Easement [HARD TO READ, CHECK ACRES] as shown on a plat of Tracts 1-6 Cobbham Road dated August 8, 2019, and recorded in the Office of Clerk of Superior Court of Columbia County, Georgia, in Book \_\_\_\_, Page \_\_\_\_, to which plat reference is made for a more complete and accurate description and location of said property.