

These by-laws were adopted by the Homeowner's Association members by resolution and unanimous vote on this 10th day of November, 2009, in LaGrange, Georgia.

These by-laws were revised by the Homeowner's Association members signed petition of two thirds of the homeowners on this 7th day of November, 2015, in LaGrange, Georgia.

**BY-LAWS OF ASHFORD  
HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I**

1. 1These by-laws constitute the Code of Rules adopted by Ashford Homeowners Association (AHOA), Inc. for the regulation and management of its affairs.

1.2 This corporation shall have the purposes or powers as may be stated in its Articles of Incorporation and such powers as are now or may be granted hereafter by law. The primary purpose of this corporation is to provide for the management, maintenance, and care of property owned by the corporation and to enhance the general, neighborhood environment of Ashford Place Subdivision (all sections) located in LaGrange, Troup County, Georgia and further, the corporation, through its elected officers, may do any and all acts not specifically prohibited by law in regard to Georgia non-profit corporations.

**ARTICLE 11**

2.1 Registered Office and Agent. The Corporation shall maintain a registered office and shall have a registered agent. The President of the Corporation shall be the registered agent, and the registered office of the Corporation shall be in the residence of the registered agent.

**ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS**

3.1 Eligibility for membership. Any person or persons who own a lot or lots in Ashford Place Subdivision shall be eligible for membership in the Corporation. For the purposes of voting and the payment of dues and for such other purposes as may be hereinafter provided, and one person or persons owning any one lot in said subdivision shall be eligible for one membership unit in the Corporation, subject to the following provisions:

- (a) There shall be no more than one membership unit per lot, regardless of the number of persons who might jointly own any interest in any such lot; and,
- (b) In the event that any one person may own more than one lot (or in the event that any one group of persons might jointly own more than one lot), then such persons or group of persons shall be eligible for only one membership unit vote regardless of the number of lots owned.

3.2 **Votes Per Unit.** In regard to all matters on which members shall be entitled to vote, each membership unit, as herein defined, shall be entitled to one vote. In the event that any membership unit is made up of more than one person, and should such persons disagree as to the manner in which their vote shall be cast, the said vote be cast in fractional units corresponding to the number of persons making up said membership unit.

3.3 Proxies. Any member entitled to vote on any matter may vote either in person or by proxy executed in writing. All such proxies shall be filed with and retained by the Secretary of the Corporation as part of the official records of the Corporation. Each such proxy must specify the meeting for which it is to be used and shall be valid only for such meeting.

3.4 Suspension. Any member or members making up a membership unit who fails to pay any membership dues or other charges or assessments which may be made against the members of the Corporation promptly when the same comes due shall have their membership suspended automatically and without notice. Any member or members whose membership unit is suspended shall not be entitled to exercise any voting rights or other privileged of any kind herein granted. Any

member or members whose membership unit is suspended shall be entitled to have their membership units reinstated upon payment to the Corporation of any and all past due assessment, **charges and dues, including** any assessment, charges and dues which may have accumulated during the period of suspension.

3.5 Associate Membership. Any person or persons leasing or renting a home within Ashford Place Subdivision shall be eligible for an associate membership in the Corporation. Associate members shall have all of the rights and obligations of other members, including the obligation to pay any and all dues, charges and **assessments; however**, there shall be no voting rights to any associate membership.

#### **ARTICLE IV DUES**

4.1 A homeowner's initiation fee of \$100.00 will be collected by the Treasurer immediately after closing; this applies to any lot purchased, from the date of the law adoption (2/25/88).

4.2 Homeowners Association. For the purpose of maintaining all common areas and amenities of every kind and nature required and desired within the subdivision for the general use and benefit of all lot owners, each and every lot owner (purchased after 04/01/89), by accepting a deed or contract for any lot in the subdivision (section 1 or section 2), or any future development phase thereof, agrees to and shall be a member of and subject to the obligation and duly enacted by-laws, covenants, restrictions and rules of the Ashford Place Home Owners Association, Inc., a non-profit corporation. Ownership of a lot in the subdivision and any future development phases thereof shall entitle and the owner(s) thereof to one vote in the affairs of the association.

4.3 Assessment/Annual Dues. Each owner of a lot in Ashford Place Subdivision, as depicted on the Plat of Survey (section #1 & section #2) (excluding the owners developer lots left for sale-personal home not excluded) purchased after 04/01/89 agreed to pay to the Homeowners Association an annual assessment fee. [The assessment fee for each fiscal year shall be payable on an annual basis \(January 1<sup>st</sup>\). Written notice of assessment will be sent out by the Treasure/Accountant the first week of the month prescribed; dues will be payable on or by the last day of February. Payment received on or after March 1<sup>st</sup> will be assessed a 10% late fee.](#) The initial assessment, of the calendar year 1989, shall be \$300.00 per lot, and the amount of future assessments shall be determined by the Homeowners Association.

Each lot owner (purchases after 04/01/89) agrees to promptly pay such assessment within (30) days of billing, therefore in the event payment is not so made, the Homeowner Association may place on the Troup County Deed Records a "Notice of Non-Payment and Lien." Said notice shall constitute a lien on the lot assessed, and, upon recording said notice, the owner(s) thereof shall be banned from entering upon any property owned or maintained by the Association. Said lien may be foreclosed in the same manner as a material mans lien under the laws of the State of Georgia. Upon payment of all such assessments and cost incurred in the collection thereof including reasonable attorney's fees and court cost, a lease shall be filed releasing the lien and reinstating the lot owner's privilege of the use of amenities and improvements owned or maintained by the Association.

**Effective July 1, 2001**, after a 71% homeowner vote, any homeowner that is **one year** late in dues is subject to having a lien placed on their property by the homeowner's association.

NOTE: Any lot owner or lots purchased prior to 04-01-89 have an option (exempt) as to whether or not they will join the Ashford Swim Club or Ashford Homeowners' Association (AHOA). Homes 104, 107, 208, 314, and 408 opted not to join the swim club. If the Homeowners dues are ever raised, the above will pay 50% of the regular dues as their assessment.

#### **ARTICLE V MEMBERSHIP MEETINGS**

5.1 Special Meetings. Special meetings of the members of the Corporation may be called at any time by the President of the Corporation, or by a majority of the membership units of the Corporation.

5.2 Notice of meetings. E-mail notice of all meetings of the members of the Corporation shall be given at least seven days prior to any such meeting at the last address given to the Secretary of the Corporation by such member. Members with no e-mail address on record will have notice deposited in the United States mail with sufficient postage thereon at least seven (7) days prior to any such meeting and addressed to such member at the last address given to the Secretary of the Corporation by such member.

5.3 Quorum. At all meetings of members of the Corporation, the representation, either in person or by proxy, of one-fourth of the membership units of the Corporation shall constitute a quorum. If a quorum is present, a majority of the membership units represented at any meeting shall determine any matter coming before the meeting, unless a different vote is required by statute, by the articles of the incorporation of the Corporation or by these By-laws.

5.4 Procedure. All meetings of the members of the Corporation shall be conducted in accordance with Roberts Rules of Order, except that any decision made by the President or other presiding officer, with respect to any procedural questions, shall be final.

## **ARTICLE VI**

6.1 General Powers. The affairs of the Corporation shall be managed by the officers of the Homeowner's Association. In addition to the powers and authorities expressly conferred upon it by these By-laws, the officers may exercise all such powers of the Corporation and do all such lawful acts and things as are not, by law, by the articles of incorporation, or by these By-Laws, directed or required to be exercised or done by members of the Corporation.

6.2 Consecutive Terms. All officers shall be eligible for re-election to successive term.

## **ARTICLE VII OFFICERS**

7.1 Number. The Officers/Board of Directors of the Corporation shall consist of a President, a Vice-President, a Secretary, and a Treasurer, all from four (4) separate voting units.

7.2 Election and Term. All officers shall be elected by the affirmative vote of a majority of those members present and voting at the annual meeting of the members of the Corporation. Said officers shall serve for a term of one year and until their successors have been elected. Officers will be elected at the annual meeting held in November each year; their tenure in office will be January 1st. through December 31st.

7.3 Removal. Any officer may be removed from office for cause by the affirmative vote of a majority of homeowners, provided that no officer shall be removed without having had the opportunity of a hearing, notice of which must be given in writing to the officer proposed to be removed at least five (5) days prior to said hearing. Said notice shall be deemed to have been given if the Secretary of the Corporation deposits said notice in the United States mail with sufficient postage thereon, addressed to said officer at his last known address, as reflected on the records of the Corporation, at least five (5) days prior to said hearing.

7.4 Vacancies. Any vacancy which occurs may be filled for the unexpired term by the affirmative vote of a majority of the officers remaining in office.

7.5 President. The President shall preside at all Meetings of the members of the Corporation.

7.6 Vice-President. The Vice-President shall perform the duties of the President in the absence or disability of the President, or at the direction of the President. In addition, the Vice-President shall perform whatever other duties as may be assigned by the Homeowner's Association. The Vice-President will be responsible to see that each new Lot owner/homeowner receives a copy of the By-Laws and Covenants.

7.7 Secretary. The Secretary shall keep accurate records of the acts and proceedings of all meetings of the members of the Homeowner's Association. The Secretary shall have the authority to give all notices (cancellation of meetings, re-scheduled meetings) required by law or these By-Laws. The Secretary shall be the custodian of the corporate books, records, contracts and other documents. The Secretary may affix the corporate seal to any lawfully executed documents requiring it, and shall perform whatever additional duties as may be required by the Association. The Secretary will be responsible to keep minutes of the Homeowner's Association meetings and have these written minutes available for distribution upon request, to home owners.

7.8 Treasurer. The Treasurer shall have custody of all funds and securities belonging to the Corporation and shall receive, deposit or disburse the same under the direction of the Association officers. The Treasurer shall keep full and true accounts of all receipts and disbursements and shall make such reports of the same to the President, as may be requested. A checking account and such other accounts as may be deemed necessary shall be maintained in such banking institution or institutions as may be designated by the President. Such accounts shall be set up so that any checks on the same shall require the signature of the Treasurer, plus on of the other three officers of the Corporation. The Treasurer shall perform such other duties as may be assigned from time to time by the Homeowner's Association. A brief report will be made by the Treasurer at each Homeowners meeting as to account balances, current or future expenditures, etc.

## **ARTICLE VIII FISCAL OPERATIONS**

8.1 The fiscal year of the Corporation shall be from January, 1st to December 31st.

8.2 Approval of Expenditures. Any and all expenditures made in behalf of the Corporation shall be part of the annual budget, except that the President may authorize any single item expenditure of not more than \$1000.00 per item and not to exceed a total of \$3000.00 for any invoice in any calendar year. An emergency reserve will be set aside of a total of \$5000.00 to be permanently maintained for emergency use in the event of unbudgeted items that might arise that are not part of the planned budget for the current year. The reserve will be replaced within the next twelve (12) months immediately after the month of depletion from dues and fee proceeds collected over the twelve (12) months.

8.3 Except as otherwise provided by law, checks, drafts, promissory notes, orders for the payment of money and other evidences of indebtedness of this Corporation will be signed by the Treasurer and countersigned by the President and/or Vice-President. Contracts, leases, or other instruments executed in the name of and on behalf of the Corporation, will be signed by the Secretary and countersigned by the President.

8.4 Inspection of Books/Records. All books and records of the Corporation may be inspected by any member or his agent or attorney for any properly stated purpose at any reasonable time on written demand under oath stating such purpose. The books of the Corporation will be audited on an annual basis by a committee appointed by the President.

## **ARTICLE IX AMENDMENTS**

9.1 **Power to Amend.** These bylaws shall not be amended unless the proposed amendment is approved by a signed petition of at least two thirds of the members of the Ashford Homeowner's Association. No petition to amend may be initiated that has not been discussed in a called meeting of the Ashford Homeowner's Association.

9.2 Written notification must be given to all homeowners prior to any votes regarding amending By-Laws

**SECTION TWO - ASHFORD PLACE SUBDIVISION  
COVENANTS AND RESTRICTIONS**

The lots in that subdivision of land in Troup County, Georgia, known as "Section Two Ashford Place Subdivision" and shown upon a plat of said subdivision recorded in Plat Book 20-13, Page 190, in the office of the Clerk of the Superior Court of Troup County, Georgia, are hereby subject to the following protective covenants, conditions, and restrictions which shall run with the land and shall be binding upon all persons owning or occupying any lot in said subdivision. Unless otherwise specified herein, these covenants, conditions, and restrictions shall remain in full force and effect for a period of 20 years from the date hereof. Thereafter, said covenants shall be renewed and extended automatically for successive periods of ten years each unless, in the year of any particular term, an instrument in opposition to automatic renewal is signed by two thirds of the lot owners and recorded in the Office of the Clerk of the Superior Court of Troup County, Georgia, in which event the covenants will expire at the end of the then current term.

**LAND USE** 1) All lots in said subdivision shall be known, described and used as single family residential lots only and shall not be used for any other purpose.

**DWELLING, COST, QUALITY AND SIZE** 2) No building shall be erected, altered, placed or permitted to remain on any building lot other than one detached single family dwelling not to exceed two and one-half stories in height, together with a private garage, swimming pool, or bathhouse but exclusive of basements or garages contained in basements. 3) No residence shall be erected on any lot in said subdivision with a heated floor area of less than 2400 square feet, exclusive of porches, storage rooms, or garages for a one-story dwelling. No residence shall be erected on any lot in said subdivision with a heated floor area of less than 1200 square feet on the ground floor exclusive of porches, storage rooms or garages for a one and one-half story dwelling, two story dwelling, two and one-half story dwelling or split level dwelling and furthermore a one and one-half story dwelling, two story dwelling, two and one-half story dwelling or split level dwelling must have at least 2400 square feet of heated floor space exclusive of porches, basement, storage rooms and garages. 4) Only one residence shall be erected on any one lot but a person may use a lot and an adjacent lot for placing one residence thereon. 5) No building, residence or structure previously used elsewhere may be moved upon any lot in said subdivision to be used as a dwelling house. 6) All houses shall be equipped with gutters except in those cases where the architectural control committee shall determine that the use of gutters would detract from the architectural design of the structure.

**BUILDING LOCATION** 7) No building shall be located on any residential building lot nearer than 10' feet to any adjacent line of adjoining property owner except as to corner lots where buildings must be at least 20' feet from adjacent street, nor nearer than 30 feet to a rear line as shown on said plat referred to above where said rear line joins another lot. No building shall be located nearer than 35 feet from the street.

**NUISANCES** 8) No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereto which may be, or become, an annoyance or nuisance to the neighborhood.

**PAVING OF DRIVEWAYS** 9) All driveways shall be a minimum of nine (9) feet in width and shall be paved the entire width and length of the driveway. The driveway shall be made of concrete. Asphalt, gravel or other hard surfaces are prohibited.

**TEMPORARY STRUCTURES** 10) No structure of a temporary character, trailer, mobile home, tent, shack, garage, barn or other building shall be used on any lot at any time as a residence or erected either temporarily or permanently.

**UTILITY BUILDINGS** 11) Utility buildings or greenhouses may be erected on the rear half of the lot on, which erected; however, only after an application is submitted to the Architectural Control Committee designating the location and design of said building on the lot and the plans of said building and only after written approval of the Architectural Control Committee shall such building be constructed.

**LIVESTOCK AND POULTRY** 12) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that dogs or cats or other household pets may be kept provided that they are not kept, bred, raised or maintained for any commercial purpose.

**GARBAGE AND REFUSE DISPOSAL** 13) Trash, garbage, rubbish or other waste shall not be kept on any lot in said subdivision except in sanitary containers. All equipment for the disposal of such material shall be kept in a clean, sanitary condition and shall be kept to the rear of the house and hidden from view.

**SEWAGE DISPOSAL** 14) No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Troup County Health Department.

**LOT SUBDIVISION AND LAYOUT** 15) The layout of the lots as shown on the plat of said subdivision recorded in Plat Book 20-13, Page 190, in the Office of the Clerk of the Superior Court of Troup County, Georgia, shall be fully adhered to and no dividing, subdividing or any other changes from lots on plat shall be permitted.

**GARAGES** 16) Garages shall not open facing a street except on corner lots. In this case, the garage may not face the street on which the house faces and must have a garage door. Carports of any kind are prohibited.

**PROPERTY APPEARANCES** 17) The owners of lots in the subdivision shall keep lots mowed and in presentable condition. In the event an owner fails to comply with this restriction, the Architectural Control Committee may, after ten (10) days' written notice by registered mail to owner's last known address, cause the lot to be mowed and/or put in a presentable condition. Boats, Trailers, garbage cans, and other items which would deface the property shall be parked or placed so that they will not be visible from any street. No cement blocks or concrete will be exposed on any building and storage or accessory buildings of any type will not be permitted without written approval from the Architectural Control Committee. All gas tanks, fuel tanks, or containing tanks of any sort shall be placed underground. All electric meters, heat pumps or other heating or cooling devices shall be placed to the rear or side of the house and attractively hidden from view. No plumbing or heating vents shall protrude from the front side of any roof. Television antennas will be placed to the rear or side of the house. No window air-conditioning units shall be installed on the front of any house. Only masonry chimneys are permitted. No pre-fab chimneys will be allowed. **No vinyl or metal siding will be allowed. No metal roofing will be allowed on the main building roof. Decorative copper metal roofing is allowed for dormers and/or entrance overhangs on front or side porch roofing elements but must be approved by the Architectural Committee in writing.**

**SIGNS** 18) No signs of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale, or signs used by the developers to advertise the property during construction or sale are permissible.

**EASEMENTS** 19) No lot owner may grant an easement to a third party over any lot in said subdivision.

**MAILBOXES** 20) All mailboxes shall be attractive and in keeping with the decorum of the dwelling and subdivision. Mailboxes constructed of wheels, welded chains, plows, or other similar apparatus are prohibited. All mailboxes, posts, and letters shall be of a type selected and approved by the Architectural Control Committee. Posts shall be painted the same color as the house and the boxes shall be black.

**FENCES AND WALLS** 21) Prior to the construction of any fence or wall, the plans, including material to be used in construction and type of fence or wall and the location of the fence or wall on the lot, must be submitted in writing to the Architectural Control Committee for approval to the lot owner. Fences or walls erected in the rear or side yards shall not be higher than eight (8) feet. No fences or walls shall be placed nearer **the front or side street than the building** set back line. The intent of this provision is to ensure that fence structures do not detract from the decorum of the subdivision. Chain link fences of any kind are prohibited.

**CLOTHESLINES** 22) No lines, poles or other structures for the purpose of drying or hanging clothes shall be erected, placed or permitted to remain outside any dwelling which may be visible from any street.

**INOPERABLE MOTOR VEHICLES** 23) The pursuit of hobbies or other activities, including but not limited to, the assembly and disassembly of motor vehicles or other mechanical devices which might tend to cause disorderly, unsightly

or unkempt conditions shall not be pursued or undertaken on any lot in said subdivision. All motor vehicles belonging to or used by anyone occupying the premises shall be maintained in proper operating condition so as not to be a hazard or nuisance by noise, exhaust emissions or appearance. The overnight parking of recreational vehicles shall be in garages or behind screened enclosures and "on street" regular parking of motor vehicles, boats, campers, trailers or motorcycles is prohibited.

**SWIMMING POOLS** 24) Absent a County, City or State ordinance or statute dealing with the fencing of swimming pools, the propounders of these covenants and restrictions reserve the right through the Architectural Control Committee to require fencing of swimming pools.

**BUILDING IMPROVEMENTS** 25) During the construction of any structure, swimming pool or sport court upon any lot, the owner of said lot shall keep his lot in a reasonably neat and clean condition. All waste materials shall be removed from said lot and the subdivision in a prompt and efficient manner. If, during construction, owner's lot is not kept in a clean and neat condition, upon three (3) days written notice, the Architectural Control Committee shall have said lot cleaned at owner's expense. All lots and the exterior of all improvements shall be maintained in a neat and attractive condition by and at the expense of the owner. The maintenance required hereby shall include, but not be limited to, painting, staining, repairing, replacing and caring for roofs, gutters, downspouts, building surfaces, trees, shrubs, grass, walks and other exterior improvements.

**CONSTRUCTION PLANS** 26) No building, fence, wall, driveway, swimming pool, sport court, or any other improvement or structure shall be erected, placed or suffered to remain upon any lot in said subdivision unless and until the owner of said lot shall submit to the Architectural Control Committee two sets of complete, final detailed construction plans and specifications showing the nature, kind, shape, height, location, materials, basic exterior finishes and colors, floor plans, front, side and rear elevations, of all improvements and structures along with the name of the builder of such improvements or structures, and shall have received written approval thereof from the Architectural Control Committee. The exact location of the proposed structure shall be subject to the approval of the Architectural Control Committee. The two copies of said plans and specifications shall be filed permanently with the committee. If the Architectural Control Committee fails to approve or disapprove the plans and specifications within thirty (30) days after receipt thereof, the plans and specifications shall be deemed approved. (a) Any substantial changes in any proposed construction, or any additions thereto which might be desired by a lot owner after the initial approval by the committee must be resubmitted to the committee for its approval or rejection in accordance with the procedure herein above set forth prior to the construction in regard to any such proposed changes or additions. (b) Said Architectural Control Committee shall be composed of four members, the members being as follows: President, Vice President, Secretary and Treasurer of the Ashford Place Subdivision Homeowners Association, Inc. (c) Any three of the four Architectural Control Committee members may vote for approval or disapproval of all matters that come before the committee and **approval or disapproval** of any matter that comes before the Architectural Control Committee takes a majority vote of those voting to effect such approval or disapproval. (d) Upon the death or resignation of an Architectural Control Committee member the remaining members shall promptly select a replacement.

**SATELLITE DISHES** 27) Satellite dishes are only permitted on the rear of any lot in the subdivision.

**SIDEWALKS** 28) During construction of a residence on any interior lot in said subdivision the owner of said lot shall install a sidewalk in front of said residence in accordance with existing specifications.

**STREET SURFACES** 29) Anything contained herein to the contrary notwithstanding, the undersigned or City of LaGrange may at any time raise or lower the street surfaces to conform with the grades established by the city engineer and such action on the part of the undersigned or the City shall in no way be considered as a claim against the undersigned or the City for damages to abutting property. The Declarants assume no responsibility for erosion or overflow of natural drains beyond the extent of the street right-of-way or for the extension of culverts beyond those points shown on the subdivision plat.

**CONDUCT** 30) The owner of any lot in said subdivision shall be responsible for the conduct of his builder and all workmen and subcontractors working under him. There shall be no disorderly behavior or language that would be offensive to other lot owners in the subdivision.

**HOMEOWNERS ASSOCIATION** 31) All lot owners shall be required to join the Ashford Place Subdivision Homeowners Association, Inc. and pay all dues and fees as required by such association.

**ENFORCEMENT** 32) If any of the within covenants and restrictions shall be violated, any person or persons owning a lot or lots herein referred to shall have the right to and may prosecute any and all proceedings at law or in equity, or both, against the person or persons violating or attempting to violate any one or more of such covenants and restrictions either to restrain or enjoin such violation, or to recover damages, or both, law or in equity, or both, provided, however, that the violation of one or more of said covenants shall in no way operate to work at forfeiture of the title of the person owning one or more of said lots.

**ALTERING OF RESTRICTIONS** 33) The restrictions may be altered, amended or modified by vote of the owners of **sixty percent or more of all the lots in Ashford Place Subdivision**, Phase Two. One vote per lot is allotted to each owner of the lots in said subdivision.

Date: \_\_\_\_\_

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

ASHFORD PLACE HOMEOWNER'S ASSOCIATION

BY: \_\_\_\_\_  
Don Eisenbarth, President

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

Disclaimer: This is a re-type of the original / legal document recorded in Troup Co. Deed Book 505, Page 212, with changes from the November 10, 2009, Ashford Home Owners Association General Membership meeting highlighted in green under the "Property Appearances" section. This change was approved by the required 2/3 of the property owners of Ashford Place Subdivision either by physical presence or proxy.

Disclaimer: This is a re-type of the original / legal document recorded in Troup Co. Deed Book 505, Page 212, with changes from the November 7, 2015, Ashford Home Owners Association General Membership meeting highlighted in blue under sections 4.3 and 5.2. These changes were approved by the required 2/3 signature of the property owners of Ashford Place Subdivision.