

**DECLARATION OF RESTRICTIONS AND COVENANTS
CYPRESS RIDGE COMMUNITY
TIFTON, TIFT COUNTY, GEORGIA**

THIS DECLARATION is made by CYPRESS RIDGE PROPERTIES, LLC (hereinafter sometimes called "*Declarant*").

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Exhibit "A" attached hereto and made a part hereof, which property shall henceforth be known as the Cypress Ridge Subdivision and referred to herein as the "Subdivision" or "Community"; and

WHEREAS, Declarant desires to subject the real property described in Exhibit "A" to the provisions of this Declaration and to avail the Community of the provisions and benefits of the Georgia Property Owners' Association Act codified at O.C.G.A. Section 4403-220, et seq.; and

WHEREAS, Declarant desires, and each and every property owner of any Lot within the subdivision, by the acceptance of a deed or other conveyance of such lot, agrees to become a member of the CYPRESS RIDGE P.O.A., INC., to be established for the Subdivision. Further, by the acceptance and retention of title to any lot or lots, each grantee, on behalf of himself, his heirs and assigns, does hereby covenant and agree that said P.O.A., its successors and assigns, shall have a lien upon the subject lot or lots subordinate only to liens for taxes and any duly recorded mortgage or mortgages placed upon the property prior to the due date of any assessment for expenses as may be required to enforce the restrictive covenants contained herein and to secure the payment of the aforementioned expenses, including court costs, collection expenses, and reasonable attorney's fees incurred in connection with the collection of same.

NOW, THEREFORE, Declarant hereby declares that the real property described in Exhibit "A", as well as any other property hereafter added by Declarant, including the improvements constructed or to be constructed thereon, is hereby subject to the provisions of this Declaration, and the provisions of O.C.G.A. Section 44-3-220, et seq. and shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the covenants and restrictions (sometimes referred to herein collectively as "*covenants and restrictions*") hereinafter set forth, which are for the purpose of protecting the value and desirability of the property and which shall run with the title to the real property described in Exhibit "A", and shall be binding on all persons having any right, title, or interest in all or any part thereof, and their respective heirs, legal representatives, successors, successors in title, and assigns, and shall inure to the benefit of the Association and each and every owner as those terms are defined herein.

ARTICLE I

DEFINITIONS

- A. "*The Act*" shall mean the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq., as the same is or may be hereinafter amended.
- B. "*Articles of Incorporation*" shall mean the Articles of Incorporation of the Association, as the same may be hereinafter amended.

- C. "Assessment" shall mean a share of Association Expenses required for the payment of the Association expenses, which from time to time are assessed against the Lots and the Owners.
- D. "Association" shall mean and refer to the Cypress Ridge P.O.A., Inc., a non-profit Georgia corporation, its successors and assigns.
- E. "Board of Directors" shall mean the Board of Directors of the Association, the members of which shall be appointed and elected from time to time as provided in this Declaration, the Articles of Incorporation, and the By-Laws. The Board of Directors shall be the governing body of the Association.
- F. "By-Laws" shall mean the By-Laws of the Association, as the same may be hereinafter amended.
- G. "Common Area" means all real and personal property submitted to the Declaration which is owned or leased by the Association for common use and enjoyment of the members or owners. "Common Area" as defined herein may sometimes be referred to as "Common Elements" and shall include but may not be limited to, the property more particularly described on the attached Exhibit "B" which is made a part hereof.
- H. "Common Expenses" means all expenditures lawfully made or incurred by or on behalf of the Association together with all funds lawfully assessed for the creation and maintenance of reserves pursuant to the provisions of this Declaration.
- I. "Common Property Space" means the area three (3) feet in width along an Owner's property line that abuts up to any other Lot.
- J. "Community" or "Property" shall mean and refer to that certain real property described in Exhibit "A" attached hereto.
- K. "Contractor" means ROBERT MASSEY MANAGEMENT SYSTEMS, INC., d/b/a HEARTWOOD HOMES, or such other contractor as may be hired by Declarant from time to time.
- L. "Declarant" shall mean and refer to CYPRESS RIDGE PROPERTIES, LLC, and to its successors in title to all or any portion of the Community.
- M. "Declaration" or "Declaration of Restrictions and Covenants" shall mean this instrument.
- N. "Lot" shall mean any one of the lots located within the Subdivision which constitutes a single dwelling site designated on the plat of survey prepared for Robert G. Massey by _____, dated _____, and recorded in the Office of the Clerk of Superior Court of Tift County, Georgia, as well as any building or any portion of any building located thereon which is intended for independent residential use, with the exception of the Common Area.
- O. "Lot Owner" or "Owner" shall mean and refer to the record owner, whether one or more persons, of the fee simple title to any Lot located within the Community, excluding, however, any person holding such interest merely as security for the performance or satisfaction of any obligation.

- P. "Member" shall refer to the person, persons, or entity that holds membership in the Association.
- Q. "Mortgage" means any mortgage, deed to secure debt, security deed, and any and all other similar instruments used for the purpose of conveying or encumbering real property as security for the payment or satisfaction of any objection.
- R. "Person" means any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trust, or other legal entity.
- S. "Single Family Dwelling" shall refer to a residential structure designed and constructed for use by one family only.
- T. "Street" shall refer to any street, drive, boulevard, road, alley, lane, avenue, or any thoroughfare as shown on the Subdivision Plat.
- U. "Subdivision" and "Community" shall both refer to the CYPRESS RIDGE SUBDIVISION as set forth in the plat thereof referred to above.
- V. "Surplus" shall mean the excess of all receipts of the Association from the Owners and any other income accruing to the Association over and above the amount of Association Expenses.

Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of gender shall include all genders; and the use of the term "including" shall mean "including without limitation." This Declaration shall be liberally construed in favor of the parties seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the marketability and desirability of the Properties by providing a plan for the development, use, and enjoyment thereof. The headings used herein are for indexing purposes only, and shall not be used as a means of interpreting or construing the substantive provisions hereof.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Property Subject to Declaration. The real property which is, by the recording of this Declaration, subject to the covenants and restrictions hereafter set forth and which, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to this Declaration is the real property referred to herein as the Community or the Property and is more particularly described on Exhibit "A." The Community shall be comprised of all designated residential Lots, together with roads, utility systems, Common Areas, and other improvements serving the Lots.

Section 2. Lots and Other Interests Subject to Plan of Development. Every purchaser of a Lot shall purchase such Lot and every mortgagee and lienholder holding an interest therein shall take title, or hold such security interest with respect thereto, with notice of Declarant's plan of development as herein set forth. Any provisions of this Declaration to the contrary notwithstanding, the provisions of this Declaration may not be abrogated, modified, rescinded, supplemented, or amended in whole or in part without the prior written consent of Declarant.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and pass with the title to every Lot, whether or not the same shall be referred to in any deed conveying title to any Lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable fees for the use of any recreational facility situated upon the Common Area.
- (b) The right of the Association to suspend the voting rights of an Owner, for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.
- (c) The right of the Association to dedicate or transfer all of any part of the Common Area to any public agency, authority, or utility, for such purposes and subject to such conditions as may be agreed to by the members. No such deed or transfer shall be effective unless an instrument agreeing to such deed or transfer has been recorded. A vote of 70% of the members shall be required to approve such deed or transfer.
- (d) The right of the Association to make repairs to the Common Areas, including but not limited to any roads, easements, gas lines and gas lights, or the entrance.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Areas to the residing members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Adjoining Owners' Property Rights. Each Owner may have a common property space with at least one (1) adjoining property Owner as well as common utility lines and other possible devices or items jointly benefiting both the Owner and the adjoining property Owner. Each Owner is hereby granted an easement and right to use three (3) feet of an adjoining Owner's property located along all common property lines with all adjoining property Owners to improve or repair any defective, unsightly, dangerous, or decaying device, item, or utility. In the case of the dwelling located within three feet of the property line, the adjacent property owner has the right to enjoy the landscape and maintain the three feet to the dwelling, but may not attach, place, lean anything on the dwelling or interfere whatsoever with the dwelling. This provision shall be broadly construed since by way of necessity each Owner shall be able to protect his property and correct or repair any type of problem that might occur and is necessitated due to each Owner's house often being close to an adjoining property's house. Neither property owner shall build a fence nor other obstruction within said three-foot area, unless agreed to by both property owners.

ARTICLE IV

POWERS OF THE ASSOCIATION AND BOARD OF DIRECTORS

The powers of the Association and the Board of Directors shall be as set forth in the Act, the Georgia Non-Profit Corporation Act, this Declaration, the Articles of Incorporation, and the By-Laws of the Association, and shall also be subject to the limitations and restrictions contained in said instruments.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a Lot shall be a Member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. Voting Rights. The Association shall have two (2) classes of Voting Membership.

Class A. Class A Members shall be those Owners as defined in Section 1 hereof with the exception of Declarant. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership by Section 1. In no event, however,

shall more than one (1) vote be cast with respect to any one Lot. Class A Members will not have any voting rights in the Association until the Class B Membership shall cease to exist as outlined below.

Class B. The Class B Member shall be the Declarant. The Class B Member will control and operate the Association until the Class B Membership shall cease to exist. The Class B Membership shall cease and become converted to Class A Membership on the happening of either of the following events, whichever first occurs:

- (a) When the Class B Membership ceases to exist by virtue of the Declarant or its assigns and successors having sold all of the Lots within the development to persons other than Builders; or
- (b) Declarant at his sole discretion voluntarily turns control of the Association over to its then existing Members; or
- (c) December 31, 2013, or ten (10) years, whichever occurs first.

Section 3. Board of Directors. Initially Robert Massey shall be the sole member of the Board of Directors of the Association, and he or his designated successor shall hold such office until the Class B Membership ceases and is converted to a Class A Membership as set out above.

Section 4. Amplification. The provisions of this Article are to be amplified by the Articles of Incorporation and By-Laws of the Association; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners of Lots as set forth herein. In the event of any conflict or inconsistencies among this Declaration, the Articles of Incorporation, or the By-Laws of the Association, this Declaration and the Articles of Incorporation (in that order) shall prevail.

ARTICLE VI

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. Common Area. The Association, subject to the rights of Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon, and shall keep the same in good, clean, substantial, attractive, and sanitary conditions, order, and repair. The Association's rights shall extend to and include any private drives as well as that property owned by the City of Tifton or Tift County, Georgia, to the betterment of the subdivision.

Section 2. Board of Directors. The Board of Directors shall have such powers and duties as are described herein or in its By-Laws as amended from time to time.

Section 3. Services. The Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof to the extent it deems advisable, as well as such other personnel as the Association shall deem to be necessary or advisable for the proper operation of the Association, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom it contracts. The Association may obtain and pay for legal, accounting, and management services necessary or desirable in connection with the operation of the Common Area, the enforcement of this Declaration, or other Association business.

Section 4. Personal Property for Common Use. The Association may acquire, hold, and own tangible and intangible personal property and may dispose of the same by sale or otherwise subject to such restrictions as may from time to time be provided by the Articles or By-Laws.

Section 5. Rules and Regulations. The Association from time to time may adopt, alter, amend, and rescind reasonable rules and regulations governing the use of the Common

Area. The rules and regulations shall be consistent with the rights and duties established by this Declaration.

Section 6. Taxes and Insurance. The Association shall at all times pay the real property ad valorem taxes, if any, assessed against property owned by the Association and any other governmental liens which may be assessed against the property owned by the Association.

The Association may procure, maintain, and pay for adequate policies of public liability insurance upon the Common Area. Any insurance policies shall be in the name of the Association and be for the benefit of the Association members and such other parties, as the Association deems proper. The insurance policy or policies shall be in such amounts and subject to such conditions and with such provisions as the officers or the Board of Directors may determine, provided the same are not inconsistent with any provisions of this Declaration. The Board of Directors may obtain such other type of insurance, as they deem advisable.

Section 7. Implied Right. The Association may exercise any of the rights and privileges given it expressly by this Declaration, its Articles or By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege granted herein or reasonably necessary to effectuate any right or privilege granted herein.

Section 8. Restrictions on Capital Improvements. At all times hereafter, all capital improvements to the Common Area, except for replacement or repair of those items installed by the Declarant and except for personal property related to the maintenance of the Common Area, shall require the approval of seventy per cent (70%) of the votes entitled to be cast.

ARTICLE VII

COVENANTS FOR ASSESSMENTS

Section 1. Creation of the Real and Personal Obligations of the Assessment. The Declarant, for each Lot owned within the properties, hereby covenants and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association, (a) Annual assessments or charges, and (b) Special assessments for capital improvements and for the purpose of eliminating a deficit, such assessments to be established and collected as herein provided. The Annual and Special Assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and attorney's fees, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment falls due. Obligation for delinquent assessments shall pass to his successor in title. Assessments against the Lot Owners shall be made to raise funds to pay the common expenses of the Property and contribute a pro rata share of the maintenance of the Common Areas and front, rear, and side yards of the Community and shall be governed by the following provisions:

- (a) Liability. Each Lot Owner shall be liable to the Association for all sums as are lawfully assessed by the Association against him or his Lot or Lots in accordance with the terms and provisions of this Declaration and the Articles of Incorporation and By-Laws. In addition to exercising the remedies provided for herein, the Association may enforce such liability by an action at law to recover all amounts assessed against each unit owner in accordance with the provisions of this Declaration.
- (b) Creation of the Lien and Personal Obligation for Assessment. Each owner of any Lot by acceptance of a deed or other conveyance thereof, whether or not it shall be expressed in any such deed or other conveyance, covenants and agrees to pay to the Association assessment which shall be fixed, established, and collected as herein provided; however, nothing contained herein shall be construed to obligate Declarant to pay assessments on Lots prior to the sale of said Lots.
- (c) Uniform Rate Assessment. All annual assessments shall be fixed at a uniform rate for all Lots except as follows:

- (i) Any common expenses benefiting less than all of the Lots may be specially assessed equitably among all of the Lots so benefited, as determined by the Board, unless the Board votes otherwise;
- (ii) Any common expenses occasioned by the conduct of less than all of those entitled to occupy all of the Lots or by the licensees or invitees of any such Lot or Lots may be specially assessed against the Lot or Lots, the conduct of any occupant, licensee, or invitee of which occasioned any such common expenses;
- (iii) Any common expenses significantly disproportionately benefiting all of the Lots should be assessed equitably among all of the Lots in the Community as determined by the Board.
- (iv) Lots owned by Declarant shall not be assessed prior to Declarant's sale of said Lots to third parties.

Nothing contained herein shall permit the Association to disproportionately allocate common expenses for periodic maintenance, repair, and replacement of any portion of the Common Area which are to generally benefit all property Owners which the Association has the obligation to maintain, repair, or replace.

- (d) Purpose. Assessments shall be levied against the Lot Owner of each Lot to defray the common expenses of the Property or to reimburse the Association for any services or expenditures made specifically for a Lot or for a Lot Owner.
 - (i) The common expenses of the Property shall be all of the expenditures which are made or incurred by or on behalf of the Association in connection with the exercise of its powers and responsibilities, and shall include but not be limited to the following:
 - (a) Ad valorem taxes assessed against the property of the Association;
 - (b) the expense of performing the maintenance and any necessary restoration of the entrance, gas lights and gas lines, Perimeter Road, fences, and roadway and fence landscaping;
 - (c) common utility bills and charges for other common services;
 - (d) premiums for all insurance policies maintained by the Association;
 - (e) the expenses of performing the maintenance, repair, renovation, restoration, and replacement work which is the responsibility of the Association hereunder;
 - (f) the expenses of performing the maintenance and restoration, including but not limited to mowing and edging of all grassed areas and replacing shrubs within the Community;
 - (g) such other costs and expenses as may be determined from time to time by the Board of Directors to be common expenses;
 - (h) management fee, if any, and expenses of administration of the Association; and

(i) the creation and maintenance of such reserve funds as are required to be maintained by the Board of Directors as they shall determine, including but not limited to a reserve for repairs and maintenance.

(ii) Each Lot Owner shall keep and maintain Lot Owner's Lot or Lots, including but not limited to cutting the grass and maintaining the grounds and landscape. Failure to do so may result in the Board of Directors notifying Lot Owner that his property has not been maintained and listing the services that need to be performed. If said Lot Owner has not corrected the problems within ten (10) days of said letter being sent, the Association may pay to have the situation corrected; and the Lot Owner shall be assessed for the cost of such services. Said assessment shall be subject to all provisions and penalties as hereafter stated if the assessments are not paid timely.

(e) Budget Payment Dates. No less than thirty (30) days prior to the commencement of each fiscal year of the Association, the Board of Directors shall adopt a budget for the succeeding fiscal year, which budget (i) shall estimate the amount of common expenses which are anticipated to be incurred during such year, and (ii) shall make provision for an adequate reserve fund for maintenance, repair, and replacement of those portions of the common elements that must be replaced on a periodic basis. Prior to the commencement of such fiscal year, the Board of Directors shall furnish a copy of such budget to each Lot Owner, together with a written statement of the amount of such common expenses, which shall be assessed against such Lot Owner for such fiscal year. Unless otherwise determined by the Board of Directors, such assessment shall be due on January 1 of each year. The annual assessment shall be prorated into twelve monthly installments unless the Board of Directors elects otherwise. In addition, any fees, charges, and other amounts payable by any Lot Owner to the Association shall be added to and shall, unless paid at the time the same are incurred or at some other time determined by the Board of Directors, be due and payable as part of the installment of the assessment next coming due. Failure of the Board to act in a timely manner shall not excuse any Owner from paying his share of the budget of the assessment when the same is adopted.

(f) Special Assessments. If for any reason, including nonpayment of any Lot Owner's assessments, an annual budget adopted by the Board of Directors for any fiscal year proves inadequate to defray the common expenses for such fiscal year, the Board of Directors may, at any time, levy a special assessment to raise the additional funds necessary to defray such common expenses, which special assessment shall be due and payable at such time and in such installments as the Board of Directors shall determine. Additionally, the Board of Directors shall be authorized to levy special assessments under the circumstances described in this Declaration.

(g) Special Assessments for Capital Improvements. In addition to the assessments which shall be levied against the Lot Owners, the Board of Directors shall be authorized, upon the affirmative vote of 70% of the Lot Owners entitled to cast votes to levy a special assessment for the purpose of defraying, in whole or in part, the costs of any capital improvements to be made upon the common elements, or for the costs of making repairs or replacements which are not provided for in the then current budget of the Association. Any such special assessments for the capital improvements and repairs shall be payable at such time and in such installments as the Board of Directors shall determine.

(h) Collection. In addition to all other remedies provided by law, including those set forth in O.C.G.A. Section 44-3-222, et seq., as amended, the Association may enforce collection of the assessments for which a lot Owner is liable, together with all other amounts as may be owned by such Lot Owner to the Association, as hereinafter provided.

(i) In the event that any Lot Owner shall fail to pay any installment of any assessment levied against him within ten (10) days after such installment shall be due and payable and within five (5) days after written notice is mailed to the Lot Owner, the entire unpaid balance of such assessment for the remainder of the fiscal year, at the option of the Board of Directors, shall be accelerated and be declared immediately due and payable in full, without notice to such Lot Owner.

(ii) In the event that any Lot Owner shall fail to pay within five (5) days after the same shall be due, any amounts due and payable to the Association, such Lot Owner shall be liable for the payment of, and shall pay, in addition to the amounts so due the Association:

(a) A late charge equal to Ten Dollars (\$10.00) or ten percent (10%) of the amount so due, whichever is the greater;

(b) interest on the amount so due, and the aforesaid late charge appertaining thereto, from the date same were due and payable, at the rate of ten percent (10%) per annum, until paid.

(c) the cost of collection, including court costs, the expenses of sale, any expenses required for the protection and preservation of the Lots, and fifteen percent (15%) of the total amount due as reasonable attorney's fees; and

(d) in the event the Association shall seek to foreclose its lien on the Lot of such owner, the fair rental value of the Lot from the time of the institution of suit until sale of the unit at foreclosure (or until the judgment rendered in such suit is otherwise satisfied).

(iii) All sums lawfully assessed by the Association against any Lot Owner or Property Owner's Association Lot, whether for the share of the common expenses pertaining to that Lot, fines, or otherwise and all reasonable charges made to any Lot Owner or Lot for material furnished or services rendered by the Association at the Owner's request or in any other way incurred to or on behalf of the Lot Owner or Lot of Lot Owner, shall, from the time the sums become due and payable, be the personal obligation of the Lot Owner and constitute a lien in favor of the Association on the Lot prior and superior to all other liens whatsoever except:

(a) Liens for ad valorem taxes on the Lot;

(b) The lien of any first priority mortgage covering the Lot and the lien of any mortgage recorded prior to the recording of the Declaration; and

(c) The lien of any secondary purchase money mortgage covering the Lot, provided that neither the grantee nor any successor grantee of the mortgage is the seller of the Lot.

The recording of this Declaration shall constitute record notice of the existence of the lien and no further recordation of any claim of lien for assessment shall be required. The Association may at its discretion record a separate lien against any Owner as set out in the By-Laws.

(iv) The rights of a Lot Owner and all persons entitled to occupy the Lot of such owner, to use the common elements shall be suspended for the period of time any amount due and owing to the Association in regard to any Lot owned by such Owner shall remain unpaid; provided, however, that no such suspension shall deny any Lot Owner, or the occupants of any Lot, access to the Lot owned or occupied, nor cause any hazardous or unsanitary condition to exist.

- (i) Fee for Statements of Amounts Due. The Association may require the payment of a fee, not to exceed Ten Dollars (\$10.00) as a prerequisite to its issuance of any statement pursuant to the Act or this Declaration.

ARTICLE VIII

RESERVATIONS AND CREATION OF EASEMENTS

In addition to the easements created or reserved by or for Declarant or the Association elsewhere in this Declaration, the following easements shall and do exist:

Section 1. Access. Declarant reserves for himself and for the Association an easement for access, ingress, and egress to, from, and over any of the property subject to these Covenants as shown on any recorded plats of survey of the Subdivision to install, service, replace, maintain, repair, and improve any Common Property or easements provided for herein or as shown on or established by such plats of survey. Mutual reciprocal easements for access are hereby reserved for the benefit of each Lot or Dwelling Unit across any other Lot or Dwelling Unit as may be necessary for the control, maintenance, and repair of any utility, water, sanitary sewer, or storm water lines, structures, or facilities affecting or crossing any such Lot or Dwelling Unit.

Section 2. Utilities and Drainage. Declarant reserves for himself, the Association, and Tift County or such other political subdivision as may have jurisdiction thereof and for such utility companies as may from time to time serve the Subdivision and the property covered by this Declaration, the right, title, and privilege of a general easement which shall be perpetual, alienable, and assignable, to go in and on the property with men and equipment to construct, place, install, maintain, and operate in, upon, across, and through said premises in a proper and workmanlike manner, electric, water, gas, telephone, sanitary, storm sewer drainage systems, surface water drainage systems, and other conveniences and utilities (such systems hereinafter referred to collectively as utility systems), including trenching and installation of such conductors, wires, cables, conduits, transformers, concrete pads, pipes, sewers, water mains, drainage areas, other equipment, apparatus, appliances, and structures necessary or convenient therefore, and including the right to cut any trees, bushes, shrubs, or other vegetation, make any grading of the soil, or take any other action reasonable and necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety, and appearance. The easement herein reserved shall include the right to enter upon the premises with men and equipment for the purpose of installing, inspecting, maintaining, repairing, and replacing the various utility systems and the right at all times to remove and keep clear any obstructions that may, in any way, adversely affect the proper maintenance and operation of the various utility systems. The easement hereby reserved shall also include the right to construct driveways for surface water whenever such action may appear to the Declarant to be necessary. These reservations shall not be considered an obligation of the Declarant or Association to provide or maintain any such utilities or service. The exercise of this easement for the construction and installation of any given utility shall not bar the exercise of this easement for the construction and installation of other utilities.

Section 3. Common Property. Each Owner shall have a non-exclusive right and easement for the use, benefit, and enjoyment of Common Property, which easements shall be appurtenant to the ownership of a Lot or Dwelling Unit. The rights and easements created hereby are subject to the following:

- I. The right of the Association to suspend the easement rights of any Owner for any period during which assessments remain unpaid;
- II. The right of the Association to dedicate or transfer all or any part of the Common Property to any public agency, municipality, political subdivision, authority, or utility for such purposes and subject to such conditions as may be agreed upon by Owners entitled to cast a majority of the votes in the Association;

III. The right of the Association, as provided in its Articles and By-Laws, to publish and enact reasonable rules and regulations governing or limiting the use of the Common Property.

ARTICLE IX

USE RESTRICTIONS AND MAINTENANCE

Section 1. Residential Use. All Lots, unless designated or later declared by Declarant as Common Areas, shall be used for single-family residential purposes exclusively. Except as hereinafter provided, no house, structure, or other improvement shall be erected, altered, placed, maintained, or permitted to remain on any Lot other than one (1) single-family dwelling. No business or business activity shall be carried on or upon any Lot at any time except with the written approval of the Association. Nothing contained herein shall prohibit Declarant from using any Lot owned by Declarant for the purpose of carrying on business related to the development and management of the Community or for such businesses as Declarant determines will benefit the Community.

Section 2. Signs. No commercial signs, including "for rent" signs or advertising posters of any kind shall be erected, placed, or maintained on any Lot except as may be required by legal proceedings. Nothing herein shall be construed, however, to prevent Declarant from erecting, placing, or maintaining upon any Lot, or permitting the erection, placing, or maintaining upon any Lot by builders or residents, of such signs as Declarant may deem necessary or desirable during the period of the development and sale of the Lots and residences constructed thereon. Also, the provisions of this Section shall not apply to any mortgagee who becomes the owner of any Lot as purchaser at a judicial or foreclosure sale conducted with respect to a first mortgage or deed to secure debt or as transferee pursuant to any proceeding in lieu thereof. Small "for sale" signs, including realtor signs, are permitted.

Section 3. Mail Boxes, Property Identification Markers, and Decorative Hardware.

(a) Initially, all mailboxes shall be provided by Declarant or the contractor and shall not be altered or changed without the prior written approval of the Association.

(b) Thereafter, the Association shall have the right to approve the location, color, size, design, lettering, and all other particulars of mail and newspaper boxes, if any, and of name signs on such boxes, as well as property identification markers and decorative hardware, whether attached to such mail box, to any structure within the Lot, or affixed or erected upon the grounds of the Lot. All mailboxes shall be in style and shape approved by the Association.

Section 4. Garbage Cans, Woodpiles, Etc. All garbage cans, woodpiles, etc. shall be located or screened so as to be concealed from view of neighboring Lots, streets, and property located adjacent to the Community. All rubbish, trash, and garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.

Section 5. Prohibited Structures. No mobile home, house trailer, factory, or manufactured assembled homes, modular homes, tent, shack, barn, or other outbuilding or structure (except accessory buildings otherwise permitted hereunder) shall be placed on any Lot at any time, either temporarily or permanently. Also, no storage tanks, such as propane, fuel, gas, etc., larger than a five-gallon tank may be placed on any Lot.

Section 6. Animals and Pets. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Lot, with the exception of dogs, cats, or other usual and common household pets in reasonable number, provided that said pets are not kept, bred, or maintained for any commercial purpose, are not permitted to roam free, and in the sole discretion of the Board of Directors, do not endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Lots or the owner of any property located adjacent to the Community. Dogs which are household pets shall at all times, whenever they are

outside a dwelling, be on a leash. No structure for the care, housing, or confinement of any pets shall be maintained on any Lot, unless contained within a privacy fence. Fences are permitted but must be made of wood and the size and color must be approved by the Board of Directors.

Section 7. Incapacitated Motor Vehicles. No automobile or motor driven vehicle may be left upon any Lot for a period longer than five (5) days in a condition such that it is incapable of being operated upon the public highways. After such five (5) day period, such vehicle shall be considered a nuisance and detrimental to the welfare of the neighborhood and must be removed from the Community. Any towed vehicle, boat, motor home, or mobile home regularly stored upon any Lot, or temporarily kept thereon for periods longer than twenty-four (24) hours each, shall be considered a nuisance and must be removed from the Community. The foregoing, however, does not apply to such boats or other vehicles, whether motor-driven or towed, as are stored wholly within private garage or trailer storage areas, if any, designated by Declarant or the Association. No commercial vehicles may be parked, stored, or temporarily kept within the Community, unless such vehicles are stored wholly within private garages, are within the Community temporarily to service existing improvements, or are used in connection with the construction of improvements within the Community.

Section 8. Nuisance. It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition of buildings or grounds on his or her Lot or Lots. No Lot shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any Lot that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property adjacent to the Lot. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of property in the neighborhood by the Owners thereof.

Section 9. Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken in any part of the Community.

Section 10. Antennas. No Owner shall erect, use, or maintain any outdoor antenna or other device for the transmission or reception of television signals, radio signals, or any form of electromagnetic radiation, whether attached to a building or structure or otherwise without the prior written consent of the Board of Directors; provided, however, Declarant and the Association shall have the right to erect and maintain such devices or authorize the erection and maintenance of such devices. Each Owner acknowledges that this provision benefits all Owners.

Section 11. Resubdivision. No subdivision or re-subdivision of any Lot or combination of Lots shall be permitted except upon prior approval of the Association; provided, however, that individual Lots may be divided between abutting owners and thereafter each resulting oversize Lot shall be considered as one Lot for all purposes. Nothing herein contained shall prohibit the construction of single residence on two or more Lots, in which case such Lots shall be considered as one for all purposes.

Section 12. Property Maintenance. Each Owner shall keep and maintain all buildings on his Lot and shall not allow the same to deteriorate. Each Owner shall be responsible for repairing and maintaining his home and shall keep such hazard insurance as necessary to restore the building in case it is destroyed or damaged. All renovations including painting or anything else that affects the aesthetics, appearance, or structure of the outside of the buildings must be approved by the Association. Any roof repairs or replacement shall be made by the Owners, and the cost shall be born on a prorata basis based upon the area of the roof owned by each Owner that is being repaired or replaced.

Section 13. Exterior Paint. The exterior surfaces of Dwellings shall not be painted except to match its existing color unless the Association gives its prior written approval of the color of paint to be used. The purpose of this covenant is to maintain consistency of the exterior paint colors of the Dwellings throughout the Subdivision. All exterior wood or siding shall receive at least two (2) coats of paint or sealer at the time of construction. Accordingly, the Association shall not be obligated to approve of any color or exterior paint that is significantly different from the original paint applied to the exterior of the Dwelling.

Section 14. Garage Doors. All garage doors shall be kept closed when not in use.

Section 15. Yard Sales. Yard sales are not permitted.

Section 16. Common Areas Restrictions. The following covenants and restrictions shall apply to the Common Areas:

- (a) No excavation or disturbance of the natural terrain of the Common Area by other than the Declarant or the Association, in the course of development and maintenance of the development, shall be allowed therein.
- (b) No object, out of keeping with the Common Area as determined by the Association shall be located therein.
- (c) No plants may be positioned so as to extend into or permitted to grow into the Common Area.
- (d) The Association shall, unless it decides otherwise, cut the grass and maintain all yards of the Community, except that a Lot Owner may maintain annual flowers in keeping with the overall decor of the property. No Lot Owner shall be permitted to plant any trees, shrubs, or any other large plant without the written permission of the Association. Part of the Association fees will be used to keep and maintain the grounds.
- (e) The Association shall further keep and maintain the fences and flower beds located along the fences and the private and public roadways in a manner prescribed by the Association.
- (f) Common Areas include any private street or walkways, swimming pool, recreation areas, and any community buildings. Parking of motor vehicles on Common Areas, except in designated areas, is strictly prohibited. Violations will be subject to appropriate fines levied by the Board of Directors, and all such vehicles may be towed and impounded at Owner's expense.

Section 17. Easements for Encroachments and Maintenance.

(a) The Association is hereby given a perpetual, alienable, and releasable easement, privilege and right on, over, and under the property and easements described on Exhibit "B.". No permanent structure shall be built over said easements; and should any Lot Owner build a fence over any easement and should the portion of the fence located on the easement need to be removed, the property Owner shall at the property Owner's sole expense repair the fence after the Association removes the same, which it may do to utilize its easement; and the Owner shall not prevent the Association from removing the fence located over said utility easement. The Association may further have the right to prevent any Lot Owner from keeping or maintaining a fence or any other structure on the property upon which any utility easement is located within three feet of any property line.

(b) The Association is also granted an easement on the front of each lot to keep and maintain gas lines and other utility lines. Said easement shall be 10 feet in width, running along the entire front part of the lot located along all roadways in the subdivision.

(c) Each adjoining Lot Owner is hereby granted an easement along each of his neighbors' adjoining side yards (common property space) three (3) feet in width along the entire side yard for the purpose and use of clearing and making repairs and improvements to his own property.

ARTICLE X

ARCHITECTURAL RESTRICTIONS

Section 1. Type of Residence. The types of residences permitted shall be one (1) detached Single Family Dwelling per lot not more than two (2) stories or 37' in height. No other type of residential construction will be permitted or constructed on the Lots. All structures shall be of new construction. No mobile trailer, manufactured home, modular home, or prefabricated home shall be delivered or erected on any Lot in this Subdivision. The intent of this clause shall be to preclude the use of "manufactured" houses either delivered in whole or in components for erection on site. All residences must be kept in good repair and must be painted when necessary to preserve their attractiveness. Upon any failure to do so, the Association shall have explicit right to the remedies available to it, as outlined herein.

Section 2. Living Area Requirements. The area of any dwelling, exclusive of open porches and garages, shall contain no less than 1,400 square feet.

Section 3. Location of Residence on Lot. No building shall be located on any Lot nearer to the front Lot line or nearer to the side street than the minimum building setback lines described below. No front of any dwelling shall be closer than 30 feet from the property line, and no dwelling shall be closer than ten (10) feet from any other dwelling. No garage entry may be closer than 30 feet from the front property line or three (3) feet from a side property line. On lots having side yards along a street, the building setback shall be 15 feet. For the purposes of this Covenant, eaves, steps, and patios shall not be considered as part of the building; provided, however, that this shall not be construed to permit any portion of a building on any Lot to encroach upon another Lot.

Section 4. Temporary Building. Temporary buildings or structures shall not be permitted on any Lot. Declarant may permit temporary toilet facilities, sales, and construction offices and storage areas to be used in connection with the construction and sale of residences. Declarant may use garages as sales offices for the time during which Declarant is marketing homes within the Subdivision. At the time of the sale of a residence by Declarant, any garage appurtenant to such residence used for sales purposes must have been reconverted to a garage.

Section 5. Driveways. On each Lot the Builder shall construct and the Owner shall maintain at his expense the driveway from the garage or garages to the abutting Street, including the portion of the driveway in the street easement, and the Builder shall repair at his expense any damage to the Street occasioned by connecting the driveway thereto. For dwellings with a double garage, no driveway shall be wider than 24 feet in width or less than 10 feet in width. For homes with a single garage, no driveway shall be wider than 16 feet in width or less than 10 feet in width. All driveways shall be constructed with concrete material and shall not be less than four (4) inches thick. Declarant or Declarant's contractor shall have the right to construct a driveway according to such specifications, as Declarant deems appropriate. Thereafter, even should said specifications deviate from those contained in this section, any lot owner shall have the right to keep and maintain such driveway according to the driveway that was constructed or built by Declarant or Declarant's contractor.

Section 6. Fences. No fence or wall shall be erected on any Lot nearer to the street than the building setback lines as designated on the Subdivision Plat or approved by the Association. All fence specifications must be approved by the Association. Side and rear yard fences on all lots shall be constructed of brick or wood only and shall be six (6) feet in height. No fence may be erected along a side yard within three (3) feet of a property line. Provided, however, Declarant or contractor as defined herein may construct a fence on a lot when the house is initially constructed which does not comply with this section. In such event, said fence shall be "grandfathered in" and shall not be considered as a violation of this section. Declarant

or contractor may also be exempt from this section when connecting fences with neighboring lots. Any lot owner may keep and maintain said fence using the same type of materials and with the same specification regardless of any language to the contrary contained in this declaration.

Section 7. Sewage Disposal. Each Single Family Dwelling shall be required to connect and use the sewer system provided for the Subdivision. Individual septic disposal systems are strictly prohibited on individual Lots.

Section 8. Dwelling Destruction. If any Single Family Dwelling is destroyed or partially damaged by fire, wind, flood, or other acts of God, the Dwelling must be either rebuilt, repaired, and/or the debris from such damage be removed from the Subdivision within six (6) months from the date of the damage.

Section 9. Exceptions to Residential Use. Notwithstanding anything to the contrary herein, Declarant reserves unto himself, his heirs, successors, and assigns, and his designated agent or agents, the right to use any unsold Lot or Lots for storage and use of construction equipment and materials.

Section 10. Enforcement of Covenants and Restrictions. In the event of violations of any covenant or restriction herein or as stated in the By-Laws by any Owner or occupant of a Dwelling on any Lot and the continuance of such violation after ten (10) days' written notice thereof or in the event the Owner or occupant has not proceeded with due diligence to complete appropriate repairs, painting, and Lot maintenance after such notice, the Association shall have the right (but not the obligation), through its agents or employees, to repair, maintain, and restore the Lot and the exterior of the Dwelling or any other improvement located thereon. The Association may render a statement of charge to the Owner or occupant of such Lot for the cost of such work. The Owner and occupant agree by the purchase and occupation of the Lot to pay such statement immediately upon receipt. The cost of such work, 15% as attorney's fees if the matter is turned over to an attorney for collection, plus interest thereon at 12% per annum, and payment thereof shall be secured by a lien retained herein in favor of the Association and the Owners of the development, and enforceable as established in these Restrictions. The Association shall have the authority to inspect the erection of each dwelling until the above requirements have been complied with. The Association, its agents and employees shall not be liable, and are hereby expressly relieved from any liability, for trespass or other tort in connection with the performance of their duties and other work authorized herein.

ARTICLE XI

DAMAGE OR DESTRUCTION

Section 1. Common Elements. Repair, reconstruction, or rebuilding of the common elements as well as any property owned by the Association following damage or destruction to all or any portion of the common elements or property shall be governed by the following provisions:

- (A) Estimates of the Cost of Repair. As soon as practicable following the occurrence of any damage to, or destruction of any portion of the common elements, the Board of Directors shall obtain estimates of the cost of repairing and restoring such portion of the common elements so damaged or destroyed to substantially the same condition as such portion of the common elements were in prior to the occurrence of such damage and destruction.
- (B) Determination to Repair, Reconstruct, or Rebuild. Any damage to, or destruction of the common elements will be repaired, reconstructed, or rebuilt unless the Owners of the Lots to which 70% of the votes in the Association are allocated shall determine within 45 days after the occurrence of the casualty not to repair, reconstruct, or rebuild the same.
- (C) Manner of Repair, Reconstruction, or Rebuilding. All repairs, reconstruction, or rebuilding shall be made in accordance with the following provisions:

(i) The damage shall be repaired, reconstructed, or rebuilt substantially in accordance with the plans and specifications for such damaged property prior to the occurrence of such damage, unless the Association votes otherwise;

(ii) All of the work of repairing, reconstruction, or rebuilding any portion of the common elements shall be performed under the supervision of the Board of Directors which, in discharging such supervisory responsibility, shall be authorized to employ such building supervisors and architects as the Board of Directors shall deem to be in the best interest of the Association.

(D) Cost of Repairs, Reconstruction, or Rebuilding. The Board of Directors may levy a special assessment against all of the Lot Owners and Lots to raise the funds necessary to defray such cost.

Section 2. Property Owner's Building. Repair, reconstruction, or rebuilding of any Owner's building following material damage or destruction (any repairs costing more than \$5,000.00) to all or a portion thereof affecting the structure or appearance of the outside of Owner's building shall be governed by the following provisions:

(A) Duty to Repair. As soon as practicable following the occurrence of any such material damage to or destruction of an owner's building, the Owner shall repair, reconstruct, or rebuild said structure using the same specifications, including but not limited to color schemes and materials, as existed immediately prior to the time that the property was destroyed or damaged so as to conform as nearly as possible to the look and design of the adjoining buildings.

(B) Time. Owner shall begin taking steps to repair the building within 30 days of receiving any insurance proceeds and within 90 days of the damage or destruction, whichever occurs first. The outside structure of the building must be completed within one (1) year of the damage or destruction.

(C) Failure of Owner to Act. Should an Owner fail to begin repairing, reconstructing, or rebuilding any damage within the time limitations of this section, then the Board of Directors will send a written notice to Owner's last known address (Owner must supply such address to the Board of Directors if an Owner moves from the property), and if no address has been given, then the notice shall be put on a stake on Owner's front yard. The notice shall give Owner 15 days from the date notice is given or sent to present evidence to the Board of Directors or the President of the Association that Owner has begun making the necessary plans to reconstruct or rebuild. Failure of the Owner to present such evidence within the allotted time period or requesting and receiving up to a 30-day extension from the President of the Association and/or in such event said time also have expired shall result in Owner immediately owing \$5,000 to the Association as damages for failure to begin repairing the damage and Owner acknowledges that sum is fair and reasonable, which sum shall be due and payable immediately. In such event, the Association shall immediately have a lien on Owner's property for said sum (Owner by obtaining a deed to the property acquiesces and agrees to such lien). The Association shall thereafter have the right to foreclose the lien and take title to the property; thus extinguishing all rights, title, and interest of Owner if said Owner does not pay sum. Should Owner within a reasonable time as determined by the Association agree to make the repairs, the Association by a majority vote of the members may waive all but \$1,000.00 of the \$5,000.00 damages to be paid. Owner shall also always have the duty and expense, even if the \$5,000.00 in damages is paid, to repair and rebuild until Owner loses or gives up title to the property. Owner shall always have the right to contract with the Association for an extension or waiver of any requirements herein should the Association agree to the same in writing.

ARTICLE XII

DECLARANT'S RIGHTS

Until a lot is sold to a third party, Declarant shall not be bound by the terms of this declaration and shall not be obligated to pay any of the fees or assessments contained herein. This declaration shall also not apply to ROBERT MASSEY MANAGEMENT SYSTEMS, INC., d/b/a HEARTWOOD HOMES, or any other related party to Declarant or ROBERT G. MASSEY, who may obtain title to said property primarily to construct a residence thereon. These provisions shall, however, apply to any other contractor or to any other owner if a lot is transferred directly to an owner not related to the foregoing.

ARTICLE XIII

GENERAL PROVISIONS

- Section 1. Easements for Declarant. Declarant hereby reserves for itself, its successors and assigns, agents, employees, contractors, and sub-contractors, the following easement and rights-of-way in, on, over, under, and through any part of the Community for so long as Declarant owns any Lot primarily for the purpose of sale:
- (a) For the erection, installation, construction, and maintenance of wires, lines, and conduits, and necessary or proper attachments in connection with the transmission of electricity, gas, water, telephone, television cables, and other utilities;
 - (b) For the construction of improvements on the lots;
 - (c) For the installation, construction, and maintenance of storm-water drains, public and private sewers, and for any other public or quasi-public utility facility;
 - (d) For use as sales offices, model lots, and parking spaces in connection with their efforts to market Lots; and
 - (e) For the maintenance of such other facilities as reasonably required, convenient, and incidental to the completion, improvement, and sale of lots.

Section 2. Easements for the Association.

- (a) There is hereby created in favor of the Association, its Board of Directors, its members, agents, employees, and contractors, an easement to enter upon, enter in, or cross over the Lots for the purpose of providing the maintenance required by the Association in this Declaration. Specifically included herein is the easement for maintenance of all grassed areas within the Community, any private roadway, and the utility lines.
 - (b) There is hereby created in favor of the Association, its Board of Directors, its members, agents, employees, contractors, the City of Tifton, and Tift County, Georgia, an easement ten feet (10') in width along all streets for the purpose of placing, keeping, and maintaining any and all types of utility lines or services.
- Section 3. Enforcement. The Association, or any Owner, including Declarant, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by any person to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- Section 4. Duration. The provisions of this Declaration shall run with and bind the land and shall be and remain in effect perpetually to the extent permitted by law. Provided, however, so long as Georgia law limits the period during which covenants restricting lands to certain uses may run, any provisions of this Declaration affected thereby shall run and bind the land so long as permitted by such law and such provisions may be renewed or extended in whole or in part beyond the initial period permitted by such law for successive periods not to exceed the

period permitted by such law provided such renewal or extension is approved by at least seventy percent (70%) of the Lot Owners (or such greater percentage as required by law). Every purchaser or grantee of any interest in any real property subject to this Declaration, by acceptance or a deed or other conveyance therefor, thereby agrees that such provisions of this Declaration may be extended and renewed as provided in this Section.

Section 5. Amendment. This Declaration may be amended unilaterally at any time and from time to time by Declarant (i) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith, (ii) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration, (iii) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or Purchaser to make or purchase mortgage loans on the Lots subject to this Declaration, or (iv) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots subject to this Declaration, provided any such amendment shall not adversely affect the title to any Owner's Lot unless any such Lot Owner shall consent thereto in writing.

All amendments other than that specified hereinabove shall be adopted as follows:

(i) Seventy percent (70%) of the Lot Owners shall be necessary to amend this Declaration. Notwithstanding anything to the contrary herein, it is expressly provided that any amendment which adversely affects the title to any Lot must be approved by the Owner of such Lot in writing.

(ii) The proposed amendment may be proposed by either the Lot Owners or Declarant. The Declarant, or the Association, may call a meeting of the Lot Owners to consider such a meeting upon a petition signed by at least twenty-five percent (25%) of the Lot Owners. If a meeting of the Lot Owners is called to consider such an amendment, the time within which and the manner by which notice of such meeting shall be given, the authorized use of proxies, and the quorum required for the transaction of business at such meeting shall correspond to the requirements for meetings of the Association.

(iii) The consent of the Lot Owners required to approve said amendments shall be obtained by affirmative vote, written consent, or a combination thereof. A meeting of the Lot Owners shall not be required in the event that the requisite approval of the Lot Owners is obtained by written consent. The required consent of Declarant shall be in writing.

No amendment to the provisions of this Declaration shall alter, modify, change, or rescind any right, title, interest, or privilege herein granted or accorded to the holder of any mortgage affecting any Lot unless such holder shall consent thereto in writing. The written consent thereto of any mortgage holder affected thereby shall be filed with such amendment. Every purchaser or grantee of any interest in any real property now or hereafter subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that this Declaration may be amended as provided in this Section. No amendment shall become effective until filed with the Clerk of the Superior Court of Tift County, Georgia.

Section 6. Interpretation. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which will best effect the intent of the general plan of development. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective.

Section 7. Gender and Grammar. The singular whenever used herein shall be construed to mean the plural when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

Section 8. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

Section 9. Captions. The captions of each Article and Section hereof as to the contents of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this instrument under his seal this ____ day of _____, 2003.

Signed, sealed, and delivered
in the presence of: _____ (SEAL)

First Witness – Unofficial
ROBERT G. MASSEY

Second Witness - Notary Public