

See Amend See DB 418 Pg 198

See Amend See DB 412 Pg 285

7-16-1990 Recorded 7-16-1990 John T. Lindsey, CSR

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
FOX HILLS ESTATES SUBDIVISION
OF LAND LOT 338, 6TH LAND DISTRICT
TIFT COUNTY, GEORGIA

{LOTS}

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STATE OF GEORGIA,
COUNTY OF TIFT

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made and published this 17th day of July, 1990, by GREEN INDUSTRIES, INC., a corporation organized and existing under the laws of the State of Georgia, with its principal office and place of business in Tifton, Tift County, Georgia, [hereinafter "GREEN"]

W I T N E S S E T H:

WHEREAS, GREEN is the owner of the following described property:

All that tract or parcel of land situate, lying and being in the County of Tift, in the State of Georgia, being a part of Land Lot 338 in the 6th Land District of Tift County, Georgia, and being more particularly described as follows:

All of Lots 1 through 25, of "Fox Hills Estates Subdivision" as shown upon that certain plat of survey entitled "Plat of Fox Hills Estates Subdivision, prepared by Hampton & Associates Surveying Co., Inc., Surveyors, dated February 20, 1990, and recorded in Plat Book 20, Page 9, records of Tift County, Georgia, to which plat and the record thereof reference is hereby made. Except those portions of waterfront lots shown on said plat which are shown to be within the boundaries of bodies of water and those portions of Lots 21, 22, 40 and 41 which are within the boundaries of the "access easement" shown on said plat.

WHEREAS, it is to the interest, benefit and advantage of GREEN and to each and every person who shall hereafter purchase any lot within said subdivisions that certain covenants, conditions and restrictions governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants, conditions and restrictions running with the land;

NOW THEREFORE, for and in consideration of the premises and of the benefits to be derived by GREEN and each and every subsequent owner of any of the said lots, GREEN does hereby set up, establish, promulgate and declare the following covenants, conditions and restrictions to apply to all of said lots and to all persons owning said lots, or any of them, hereafter; with these covenants, conditions and restrictions becoming effective immediately under and through GREEN and being effective until thirty-five (35) years from date at which time the same may be extended or terminated in whole or in part as hereinafter provided:

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Fox Hills

9. **NUISANCES.** No noxious or offensive activity shall be carried or permitted on upon any lot, nor shall anything be done or allowed to be done thereon which may be or may become a nuisance to the owners of adjacent property in the said subdivision. No substance or material shall be kept or maintained on any lot which would emit foul or obnoxious odors.
10. **TEMPORARY STRUCTURES.** No structure of a temporary character and no trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either on a temporary or permanent basis.
11. **SIGNS.** No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction period.
12. **OIL AND MINING OPERATIONS.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
13. **ANIMALS.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept in a reasonable number provided that they are not kept, bred or maintained for any commercial purposes and that there are not more than two pets per member of each household. No pet shall be allowed or permitted to become a nuisance to the owner of any other lot in the subdivision.
14. **GARBAGE AND REFUSE DISPOSAL.** No part of any lot shall be used or maintained in whole or in part as a storage area or dumping ground for rubbish or anything of character which would cause such lot to appear to be in an unclean or untidy condition or that would be obnoxious to the eye. Trash, garbage, and other waste shall not be kept upon a lot except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a neat, clean and sanitary condition.
15. **NON-OPERATABLE VEHICLES.** No non-operatable vehicle of any type shall be permitted on any lot unless kept in completely enclosed garage and approved in advance in writing by the Architectural Control Committee.
16. **LAWN MAINTENANCE.** No weeds, underbrush or other unsightly growth shall be allowed or permitted to grow or remain upon any portion of a lot and no lawn shall be allowed or permitted to become overgrown or unkept.
17. **MAINTENANCE OF STRUCTURES.** Buildings and other structures constructed on any lot shall be maintained in the essential the same stated as constructed and no finished building or other structure shall be allowed or permitted to become or remain in need of repair or maintenance.

18. WATER SYSTEMS. No individual wells or water supply system shall be permitted or allowed on any lot.

19. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located, constructed and thereafter maintained in accordance with the requirements, standards and recommendations of the Georgia Department of Public Health.

20. SIGHT DISTANCE AND INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

21. ARCHITECTURAL CONTROL COMMITTEE.

(a) MEMBERSHIP. The Architectural Control Committee is composed of HENRY GLENN GREEN, DANE GREEN AND KEVIN GREEN, all residence of Tift County, Georgia. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

(b) PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representatives fails to approve or disapprove within 60 days to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

22. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty-five (35) years from the date of this instrument after which time this instrument shall be automatically extended for successive period of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change the provisions hereof in whole or in part or to terminate this instrument and its effectiveness.

23. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any provisions hereof either to restrain violation or to recover damages.

24. SEVERABILITY. Invalidation of any one of the provisions hereof by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

25. AMENDMENT. GREEN, for and on behalf of itself and its successors and assigns, reserves unto itself the right to amend these covenants, conditions, and restrictions from time to time by execution of appropriate documents relative thereto provided the same is concurred in and agreed to by all other persons or entities then owning any portion of the land to which these covenants, conditions and restrictions are applicable.

IN WITNESS WHEREOF, the undersigned has caused these presents to be properly executed by its proper officials and its corporate seal affixed on this day and year first above written.

Signed, sealed and delivered in the presence of:

Patricia Crumley
NOTARY PUBLIC
GEORGIA, TIFT COUNTY
My Commission Expires: 4/20/93
Notary Execution Date: 7/11/90

[NOTARY SEAL]

GREEN INDUSTRIES, INC.

By: H. Glenn Owen
President

Attest: Rosa J. Owen
Secretary

[CORPORATE SEAL]

8-20 1991 Recorded 8-20 1991 John i. Lind...

AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR FOX HILL ESTATES SUBDIVISION
OF LAND LOT 353, 6TH LAND DISTRICT
TIFT COUNTY, GEORGIA

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GEORGIA, TIFT COUNTY.

WHEREAS, on July 11, 1990, Green Industries, Inc. executed a declaration of covenants, conditions and restrictions with respect to certain real property located in Tift County, Georgia;

WHEREAS, such document was recorded in Deed Book 382, Page 176, in the Office of the Clerk of Tift Superior Court;

WHEREAS, said document provides for amendment of such covenants, conditions and restrictions by the owners of the property subject thereto by the execution of documentation thereof;

WHEREAS, all of the properties which are subject to said covenants, conditions and restrictions are owned by the undersigned; and

WHEREAS, the undersigned desires to amend said covenants, conditions and restrictions as hereinafter provided;

NOW THEREFORE, for and in consideration of the premises and in accordance with the provisions of said document relative to amendment thereto, the aforesaid declaration of covenants, conditions and restrictions is hereby amended as follows:

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The description of the property subject to such covenants, conditions, and restrictions as described in said document is hereby deleted in its entirety and the following description is substituted in lieu thereof, so that the property subject thereto, as amended, shall be constituted as follows:

All that tract or parcel of land situate, lying and being, in the County of Tift, in the State of Georgia, being a part of Land Lot 353 in the 6th Land District of Tift County, Georgia, and being more particularly described as follows:

All of Lots 1 through 4, Lots 6 through 15, and Lots 17 through 25, of "Fox Hill Estates Subdivision" as shown upon that certain plat or survey entitled "Plat of Fox Hill Estates Subdivision", prepared by Hampton & Associates Surveying Co., Inc., Surveyors, dated February 20, 1990, revised December 19, 1990, revised July 12, 1991, and recorded in Plat Book 21, page 109, records of Tift County, Georgia, to which plat and the record thereof reference is hereby made.

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