AMENDMENT TO

RANCHO SAN ANTONIO, INC. PROTECTIVE COVENANTS LONG PINE SUBDIVISION LOTS: 2,3,8,9,13,16 PHASES I, II, ADDITIONS 1-4

Declaration of amended covenants, conditions and restrictions

This Amendment made this 24 day of September, 1996 by Rancho San Antonio, Inc., a Georgia corporation, hereinafter referred to as "declarant":

WITNESSETH:

Whereas - on January 10, 1994, declarant recorded covenants, conditions and restrictions covering certain properties owned by declarant in Land Lot 197, 6th Land District, Tift County, Georgia , known as Long Pine Subdivision. Such covenants are recorded in Deed Book 503, page 231 in the office of Clerk of the Superior Court of Tift County, Georgia; subsequent amendments and additions to these covenants were recorded September 1, 1995 in Volume 0567, page 295.

Now Therefore, the declarant amends and subjects the properties hereinafter referenced to the following restrictions and covenants entitled "Rancho San Antonio, Inc. Protective Covenants for Long Pine Subdivision Lots: 2,3,8,9,13,16 of Phases I,II. additions 1 - 4." Said amendments replace all previous restrictions placed upon said properties.

SUCH PROPERTIES ARE APPROXIMATELY LOCATED ON THE MAP LISTED AS ILLUSTRATION #1 WHICH IS ATTACHED TO THE FOLLOWING DOCUMENT

RANCHO SAN ANTONIO, INC. PROTECTIVE COVENANTS FOR LONG PINE SUBDIVISION LOTS 2, 3, 8, 9, 13, 16, PHASES I, II ADDITIONS 1-4

Declaration of Covenants, Conditions and Restrictions.

This declaration is made this 24 day of September 1996 by Rancho San Antonio, a Georgia corporation hereinafter referred to as "declarant";

WITNESSETH:

WHEREAS, declarant is the owner of certain real properties located in Tift County, Georgia and more particularly described on Exhibit A and being in Land Lot Number 197, 6th Land District.

WHEREAS, declarant desires to put in place and maintain this overall plan for the residential development of the referenced properties;

WHEREAS, in connection with such purpose, the declarant hereby subjects the referenced property to the conditions, restrictions and covenants hereinafter set forth, such restrictions to be for the benefit of the properties and their respective owners and to maintain the quality of the overall development; and

WHEREAS, it is the further purpose of the declarant to provide protection to purchasing landowners.

NOW THEREFORE, Rancho San Antonio hereby declares that the real property referenced in Exhibit A shall be subject to the conditions, restrictions, covenants, reservations, easements, liens and charges hereinafter set forth and all subsequent transfers, sales and conveyances of such property shall be subject to these conditions.

- I PURPOSE: The purpose of these restrictive covenants is to insure the development of the properties for residential purposes in a manner that will insure conformity and harmony of external design and general quality of all structures and improvements with the existing standards in the neighborhood and with the proposed development plans. In connection with this development, it is the purpose of these restrictions to encompass not only structural improvements which will be placed on the property but also the maintenance of a wooded, pastoral residential atmosphere whereby no excessive thinning of timber is allowed so as to disrupt the privacy provided by natural vegetation.
- II LAND USE: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than detached a single family dwelling and limited, approved garages, sheds or storage facilities. No commercial use shall be allowed on any properties restricted by these covenants.

shall be erected, placed or altered on any lot without the prior submission of construction plans and specifications (to include specification of construction materials and exterior color, proposed location of the structure on the lot and any proposed timber removal) to and approval by the architectural control committee. Said committee shall review such plans for quality of workmanship and materials, harmony of exterior design with existing structures and/or proposed development plans and as to location with respect to topography and finish grade elevation. No construction of mobile homes, modular housing or prefab/mass construction homes will be approved.

IV ARCHITECTURAL CONTROL COMMITTEE: The architectural control committee shall be composed of the Developer and at least two other parties which he shall appoint. In the event of his death and /or failure to appoint committee members, the majority of landowners of the referenced property shall have the opportunity to designate a successor. At such time as the lots in this and the related subdivision are sold then the committee may delegate partial or total control of its functions to a replacement committee to be selected from the homeowners' association or otherwise democratically elected from lot owners by lot owners. No committee member shall be entitled to compensation for services rendered.

Procedure for submission of proposals to the Committee shall be as follows:

- (1) Submit plans referenced in section 3 to the committee with request that they be reviewed.
- (2) Within 30 days the committee shall issue its approval or disapproval of the proposal (s).

Such judgment shall be entirely within the discretion of the Committee. The Committee shall consider aesthetic contributions of the plan in addition to conformity to covenant requirements. The Committee shall be advised of and shall have control over any proposed removal of timber beyond that needed for home sites.

Upon failure to receive notice of approval within thirty (30) days of the date of submission, the property owner shall be entitled to commence the proposed improvements and the covenants shall be deemed to have been fully complied with. However, the committee may give a property owner notice of inability to respond within thirty days in which case the committee shall have an additional thirty days to approve or disapprove the plans.

V DWELLING SIZE: No dwelling shall be erected on any lot which shall be smaller than 3,000 Square feet. This square footage requirement shall be exclusive of open porches and garages and is designed to insure that all dwellings will be of a quality of workmanship, materials and size consistent with the proposed developments of the property. All proposed out-buildings in the nature of garages, sheds, storage facilities or any other structure other than the main

dwelling shall be subject to the same requirements for approval of a main dwelling as per paragraph 4 above.

VI SETBACK REQUIREMENTS: No structure shall be located on any lot nearer than 115 feet from the center line of the roadway and 75 feet from other property lines.

VII DEVELOPMENT OF THE PROPERTY: In connection with the development of the property:

(A) During construction:

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- (1) No temporary structures of any nature shall be permitted except during construction; and
- (2) Any residence shall be completed within one (1) year of initiating construction;

(B) After Construction:

- (1) Each landowner shall have the duty to maintain and upkeep the appearance of his lot and all improvements situate thereon. The architectural control committee reserves the right to enter upon the grounds and maintain any neglected properties and to charge the cost thereof to said owner.
- (2) No livestock, or other animals shall be maintained on the properties other than dogs, cats, or birds considered as domestic pets;
- (3) Sufficient arrangements shall be made by the landowner for garbage and refuse disposal and storage in a manner as to be inoffensive to surrounding landowners.
- (4) Vegetable gardens for home use shall be less than 1/4 acre in size and located to the rear of any lot and shall be screened from road view.
- (5) In an effort to maintain privacy afforded by the forested surroundings, all timber removal other than that required for house construction shall be approved by the architectural control committee. General guidelines shall be that no more than 30 per cent of the timber may be removed from the front or road side of the house and no more than 50 per cent from the sides and rear.
- (6) Clothes lines, water wells, water tanks etc. shall be maintained to the rear of residence. e.g. side of residence away from road. <u>Exception</u>: Under those conditions wherein topography dictates that a well be placed in the front yard, such shall be approved by the

architectural committee and shall be constructed and shielded so as to generally blend in with the main house.

- (7) No ponds may be dug, but such does not prohibit construction of swimming pools, tennis courts and other recreational facilities. No above ground swimming pools.
 - (8) Approved out buildings, except garages, shall be located to the rear of any lot.
- (9) No trailers, tents, garage or other outbuilding erected on the tract shall be used as a residence, nor shall such temporary building or trailer be allowed to remain on any lot except during construction of the main dwelling. This does not exclude approved guest houses.
- (10) No placards or advertising of any nature, other than as related to the sale or leasing of said property shall be placed and maintained upon any lot. Such placards and signs shall be approved by the architectural control committee prior to placement.
- (11) Hunting or discharge of firearms within the boundaries of the property shall be prohibited.

(12) Vehicles:

- a. No vehicle or trailer may be parked or kept on the property except on driveways or in a parking area approved by the architectural control committee. Camper trailers, boats, etc. shall be parked inside the garage or otherwise generally hidden from view.
- b. No commercial trucks and/or other commercial type vehicle may be driven, stored or parked on any residence lot except while parked in a closed garage or except while engaged in transporting to or from a residence in the Subdivision. Nothing of a commercial nature may be stored upon said property.
- c. All ATV's will be restricted to the owners own residential lot.
- (13)Docks: The top of the dock should be no higher than 16 inches above the normal lake level. The structure must be set back from the property lines so that neither the dock or its normal use will adversely affect adjacent properties and residents. The maximum length of the dock from the natural shoreline to the far edge in the water shall be no more than 8 feet with a total of no more than 48 square feet.

If a floating dock, the flotation device must be concealed and the dock maintained level.

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(14) Only battery driven motors on boats will be permitted on lakes.

Lakes are for recreational use only. Water withdrawals for non-recreational purposes such as irrigation, will not be allowed. However, in emergency situations such as fire lake water use will be permitted.

No property owner has the right to alter the water level without approval from the majority of other property owners on the lake in question. Water level may be lowered only for repair or maintenance purposes and all property owners residing on such lake must be notified prior to this action.

Lakes are the property of adjacent owners and use of such shall be restricted to waterfront lot owners and their accompanied guests.

- (15) No antenna shall be located in any area exposed to view, unless approved by the architectural control committee.
- (16) External security lights must be approved by the architectural control committee. In general security lights not attached to the house should be located to the rear of the house. Front yard security lights shall be of the intensity and directed so as not to adversely affect the adjoining property. Commercial or high intensity lights shall not be approved for front yard use.
- (17) Fencing: All proposed fencing shall be approved by the architectural control committee. In general:

a. Property line fencing shall be no higher than 42 inches. and constructed of stone, brick, or wood.

- b. On lake shore property no fencing shall be permitted to extend into the water. Nor shall fencing be permitted lake side unless it is a integral part of the house and used to enclose a very limited area; e.g. pools, patios.
- c. Privacy fencing shall be no higher than 6 ft. and be restricted to a limited area in the back yard and shall extend forward no further than the rear corner of the house.
- d. The wooden perimeter fence to be constructed along Brighton Rd. and Hwy.125 may not be altered without prior approval of the architectural control committee.
- (18) Dog Houses/Runs. Dog houses must be located in the rear yard and blend with the immediate surroundings.

Pre-fab, chain-link dog runs are allowed only if screened by wood fencing or located in a heavily planted area and painted flat black.

(19) Dogs shall be limited to no more than three adult dogs per household and shall be confined to the owners property. Any individual animal considered a danger or exhibiting aggressive behavior to the residents of Long Pine shall be removed.

VIII ALTERATIONS: Unless and until a plan of alteration is approved by the architectural control committee, no alteration shall be undertaken which has more than a insubstantial effect on drainage patterns or topography.

IX RESERVATION OF EASEMENTS: The grantor herein reserves an easement of not more than 10 feet from roads, streets, and avenues right-of-way for the erection and maintenance of any utilities or other structures for the common good and maintenance of the properties.

X ROADWAYS:

So long as the ownership of the roadways remains with the declarant or declarant's successors and is not a public entity, the residents shall have the obligation to pay a pro-rata share of all upkeep. This share shall be based on the road footage serving each lot. When a Homeowners' Association is formed, road maintenance and liability will become the responsibility of said organization. However, in the event that the declarant conveys roadway ownership to Tift County, Ga., such expense and responsibility shall cease.

XI UTILITIES: All utility and cable television lines placed on the property shall be run underground.

XII. LOT SIZE: All lots set forth in the plat attached hereto as Exhibit A shall not be further subdivided by any landowner but any resale must be of the entire lot.

XIII Upon affirmative vote by owners of two-thirds (2/3) of the lots in Long Pine Subdivision, the declarant or the Homeowners Association may have the right to establish a security system at any entrance and each owner shall participate in expenses for such by paying a pro-rata share of same.

Membership in this organization is required of all owners of properties referenced in these amendments. Membership for other properties is voluntary. This association is a non-profit corporation that is democratically governed and provides the guidance which determines the quality of structure, environment and quality of life for the community. The organization provides for responsibility, care and maintenance of community owned amenities and roadways. Membership dues, assessed annually, are determined by its' Board of Directors. Such dues are sufficient to provide for the liability, maintenance and other responsibilities set forth in its' constitution.

In the event that the association is terminated, all roadways shall immediately become county property and all common property shall revert to the declarant.

VIOLATION OF COVENANTS: The declarant or any successor shall have the right, upon violation of any covenant by landowner, to seek an injunction of such violation in the appropriate forum.

XVII EXPANSION: The declarant shall have the right to subject additional real property to the conditions, restriction, covenants, reservations and charges herein set forth.

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 twenty (20) years from this date, at which time such shall automatically be extended for successive periods of ten(10) years, unless by vote of a majority of the then owners of the building sites covered by these covenants, it is agreed to change said covenants in whole or in part.

IN WITNESS WHERE OF, Rancho San Antonio, Inc. has caused these covenants to be

executed on the day and year first above written.

RANCHO SAN ANTONIO, INC.

[seal]

Signed, sealed and delivered on this 24 day of September 1996

Novy Public, Tit County, Georgia

My Commission Subject Sopt 3. 7490

Notary Public

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RANCHO SAN ANTONIO PROTECTIVE COVENANTS FOR LONG PINE SUBDIVISION EXHIBIT A

ATTACHED TO AND MADE A PART OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING THESE LOTS DESCRIBED BELOW AND SHOWN IN ILLUSTRATION #1

Description of property

Lots 2 and 3 as outlined upon a plat of Long Pine Subdivision Phase II, 3rd Addition and recorded 1/7/94 in Plat book 25, pg. 184; Lots 8 and 9 as recorded in plat book volume 29 pg. 57; Lot 13 in Long Pine and recorded in Plat Book 19, pg. 214; lot 16 as delineated upon a plat of Long Pine, made by Central Surveying, November 27,1995 and recorded in plat book volume Pg.

All above plats and other information are recorded in the office of Clerk of Tift County, Tifton, Ga.

BYLAWS OF LONG PINE HOMEOWNERS ASSOCIATION

Article I

The name of the corporation is Long Pine Home Owner's Association, Inc., hereafter referred to as the "Association". Its members are residents and/or owners of properties located in Long Pine Subdivision, Land Lot number 197 of the 6th Land District, Tift County, Georgia.

Article II

The Association is a Georgia non-profit Non-stock Corporation registered with the Secretary of State.

Article III

It is the purpose of this Association to:

- 1. Own, manage, maintain, be responsible for, and preserve the common properties now owned/ or to be owned, for the benefit of its resident members;
- 2. Provide for the interpretation and enforcement of the Long Pine Subdivision protective covenants;
- 3. Provide the means wherein new standards of land use which improve the quality of life for members may be considered and put into practice;
- 4. Provide a forum wherein members have input in developing community standards which contribute to the overall quality of life for residents;
- 5. Represent its interests before public and private organizations;
- 6. Assess annual charges on residential properties for the purposes set forth in this document:
- Take all legal actions necessary to accomplish the above and enhance the standard of living and peace
 of mind for its members.

Article IV

The initial office of the Association shall be the address of the Secretary/Treasurer. The Board of Directors may designate other offices (in addition to or instead of).

Article V

The fiscal year of the Association shall be the calendar year unless changed by the Board.

Article VI

Meetings, Voting, Proxies, Designation, Quorum, Majority, Order

(a) ANNUAL MEMBERSHIP MEETING. The annual meeting of members shall be held on or after February first, but not later than March first at a date and time to be set by the Board of Directors. (Note: An exception to this date may be made for the first annual meeting; such will be held at the convenience of the membership). Notice of the annual meeting shall be provided in writing to all members entitled to vote at least seven days and not more than thirty days prior to such meeting. This notice shall specify matters to be discussed and/or voted upon. The purposes of the annual meetings are: (1) to hear reports on the state of the Association; (2) to elect directors; (3) to discuss questions and comments from the members; (4) to review all appropriate new and old business issues; (5) to vote on pertinent issues. If this date is a legal holiday or is inconvenient, the Board, with appropriate member contact, may postpone the meeting seven days.

Special membership meetings may be called at any time by the Board or by members entitled to cast 51% of the eligible votes.

(b) <u>VOTING</u>. No more than one vote shall be allowed for each salable lot owned. Likewise, as long as the Developer retains ownership within subdivision boundaries, it too shall be entitled to one vote per salable lot owned. When a lot is owned by more than one person, the voting delegate shall be designated to the Secretary prior to the Annual Membership Meeting.

- (c) <u>PROXIES</u>. Votes may be cast in person or by proxy. Proxy votes shall be approved in advance by the Board and must be filed with the Secretary before each meeting. A proxy shall not be revocable except by written notice of the property owners. Proxies shall be dated.
- (d) <u>DESIGNATION OF VOTING REPRESENTATIVE</u>. If a household is represented by more than one person, the representative shall be designate by signed statements of all owners. If the property is owned by a corporation, a signed statement from the President or Vice-President of that corporation shall designate the person entitled to vote.
- (e) <u>QUORUM</u>. Unless otherwise directed by the Board, a quorum shall mean one over 50% of eligible votes represented in person or by proxy. If a membership meeting lacks a quorum, such meeting may be adjourned until that time when such is present.
- (f) MAJORITY. Majority shall mean those households and/or Developer representing 51% of the authorized votes present in person or by proxy.
- (g) ORDER OF BUSINESS. The order of business at all membership meetings shall be:
 - 1. Roll call and certification of proxies.
 - 2. Proof of notice.
 - 3. Reading and approval of prior minutes.
 - 4. Officer's reports
 - 5. Election of directors
 - 6. Old Business
 - 7. New Business
 - 8. Adjourn.

Article VII.

BOARD OF DIRECTORS: The Board of Directors shall consist of six members containing three elected, the developer, and two designated directors.

ELECTED DIRECTORS. Any candidate for elected Director must be qualified to vote on Association business. Terms of service will be three years with two directors being elected annually with the privilege of re-elections for a second term. In order to qualify for a third term, the candidate must vacate the seat for at least one year. The initial Board will be elected by the General Membership during its first annual meeting. Subsequent Boards will be recommended to the membership by a nominating committee consisting of three persons appointed by the board not less than thirty days prior to the annual meeting. This committee shall nominate candidates for such positions. Additional nominations may be made from the floor during annual membership meetings. The elected board shall be elected by written ballot during the annual membership meeting. If vacancies occur within the term of any serving Director, such unexpired period shall be filled by majority vote of the remaining Board.

DESIGNATED DIRECTORS. The Developer shall have the right to appoint two designated directors until such time that property holdings within the subdivision are less than four lots or the year 2,000 whichever is first. At this time, Developer rights will decrease to one director and will so remain until Developer ownership ceases. Upon the loss of any of the Developer's three designated positions, that position will be come an elected position.

REMOVAL AND VACANCIES. A member of the Board may be removed by vote of 2/3 of the Association membership or by sale of properties within the subdivision or otherwise relinquishing voting rights in the Association.

BOARD MEETINGS. The annual meeting of the Board may be held the same day or night of the Annual Membership Meeting or the day after. Such meeting shall be held at the discretion of the sitting Board. Regular meetings or called meetings may be held with or without notice to the general membership. At the discretion of the Board, time may be allotted for membership participation. Special meetings of the Board may be called by the President or at the request of any two directors. Notice of such shall be provided at least two days prior to the proposed meeting. All Board meetings

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shall be open to any voting member of the Association. A majority of the directors shall constitute a quorum. If less than such is present, the meeting may be adjourned until such time that the appropriate number has arrived. The decision of a majority of the Directors present during a qualified meeting shall constitute a transaction of business. Directors shall receive no compensation for service but may be reimbursed for expenses.

BOARD RESPONSIBILITIES. The Board of Directors shall have those powers necessary to administer Association affairs and accomplish its goals to include but not be limited to the following:

- (1) Assessments—it shall be empowered to make and collect assessments against members in order to pay the expenses for the development and/or upkeep of the Association and its properties or for Association related activities or expenses necessary to eliminate any nuisance or hazardous condition. All sums assessed by the Board against any lot owner, whether for pro rata share of common expense or individual lot fines or otherwise and all reasonable charges made to correct unsightly or hazardous conditions shall be the personal obligation of that owner and shall constitute a lien on that lot (s) in favor of the Association superior to all other liens except: liens for ad valorem taxes; liens of first priority mortgages and mortgages recorded prior to declaration of the Association lien or lien of secondary purchase mortgage on the lot provided that neither the grantee nor successor grantee is empowered to sell the lot.
- (2) Rules, Restrictions, Powers of Enforcement—The Board shall have the power to interpret, make exception to and reasonably amend the covenants as long as such action does not detract from the overall quality of Long Pine nor impact the rights of owners. However, the Board may not decrease lot or minimum house size nor provide for subdivision of lots. All owners and occupants of lots shall comply with reasonable rules adopted by the Association and its Directors and those rules set forth in the Covenants. Failure to comply shall provide grounds for action to recover damages or relief or other remedies provided by law. The Board may enforce by legal means the provisions of the Covenants.
- (3) Maintenance and Repair—The Board shall be empowered to take those actions necessary in order to acquire, manage, repair, and replace Association property.

Article VIII

INDEMNIFICATION OF OFFICERS AND DIRECTORS.

Each officer and Director of the Association shall be indemnified by the Association against all expenses and liabilities to include legal fees incurred by him/her in connection with the performance of duties on behalf of the Association. This indemnification may be during or after terms of office. Indemnification will not apply if the party is judged guilty of willful malfeasance or willful misconduct in performance of his duties.

Article IX

FISCAL CALENDAR.

The fiscal year for the corporation shall begin Feb. 15 and end Feb. 14 of the following year.

ASSESSMENTS. Assessments shall be equal for each salable lot for which the owner/ members wish separate membership and accompanying vote. The following exceptions apply: (1) the developer shall pay an equal assessment for each lot remaining in inventory, (2) those properties against which a fine or other extra fee or interest has been levied shall be assessed according to such accumulations. Assessments made at the beginning of the corporation's year shall be for the duration of that year and shall be non-refundable. Assessments will be due and payable at the conclusion of the Annual Membership meeting. Payments overdue beyond 30 days will be charged the maximum legally allowed interest penalty. The purpose of the assessments shall be to provide working capital for repair, purchase, liability protection, maintenance, upgrade, security, or other projects approved by the Board.

ANNUAL BUDGET. Prior to the beginning of the fiscal year, the Treasurer shall recommend and the Board shall adopt an annual operating and capital budget and establish the Assessment for the year. This shall be presented to the general membership during the Annual Meeting for approval or modification and approval. In cases of emergency, the Board may commit funds in excess of budget by 2/3 vote at a regular or called meeting. Balances remaining in the annual budget may be committed to the Reserve account or credited toward a reduction in the assessment for the next year.

RESERVES. The Board shall attempt to maintain a reserve account for emergency expenditures of at least 10% of the previous year's assessment (assuming that that year was not an overassessment in anticipation of capital improvement or repair).

Article X

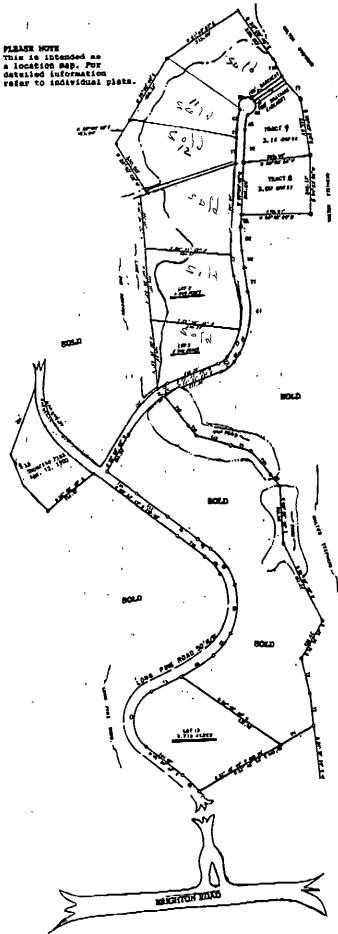
Owners are responsible for all repairs to their homesites, which, if neglected, would influence esthetic and/or cash values of nearby properties or the quality of life for neighbors. Owners shall be responsible for any damages to Association or neighboring properties caused by his own acts.

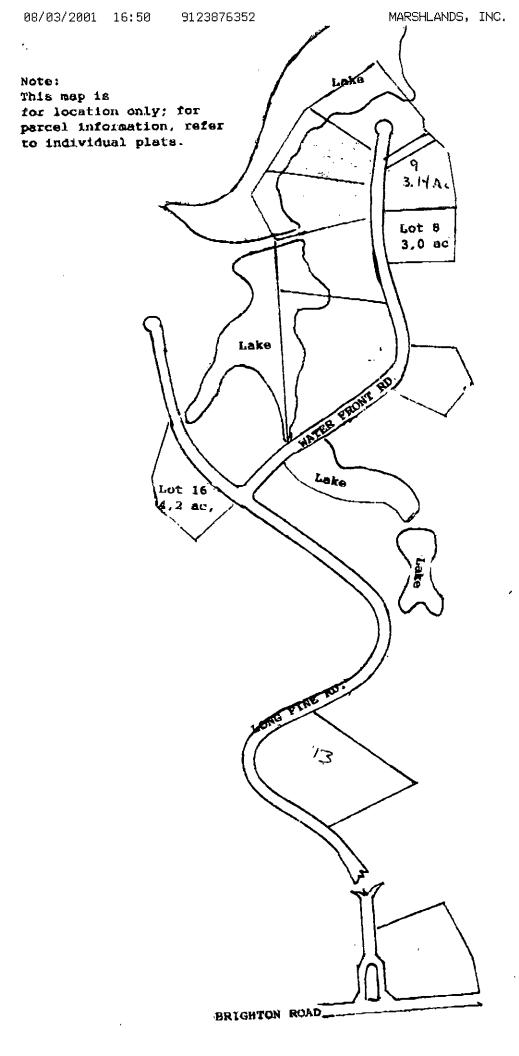
AMENDMENTS

These bylaws may be amended or eliminated by majority membership vote during any annual or called membership meeting.

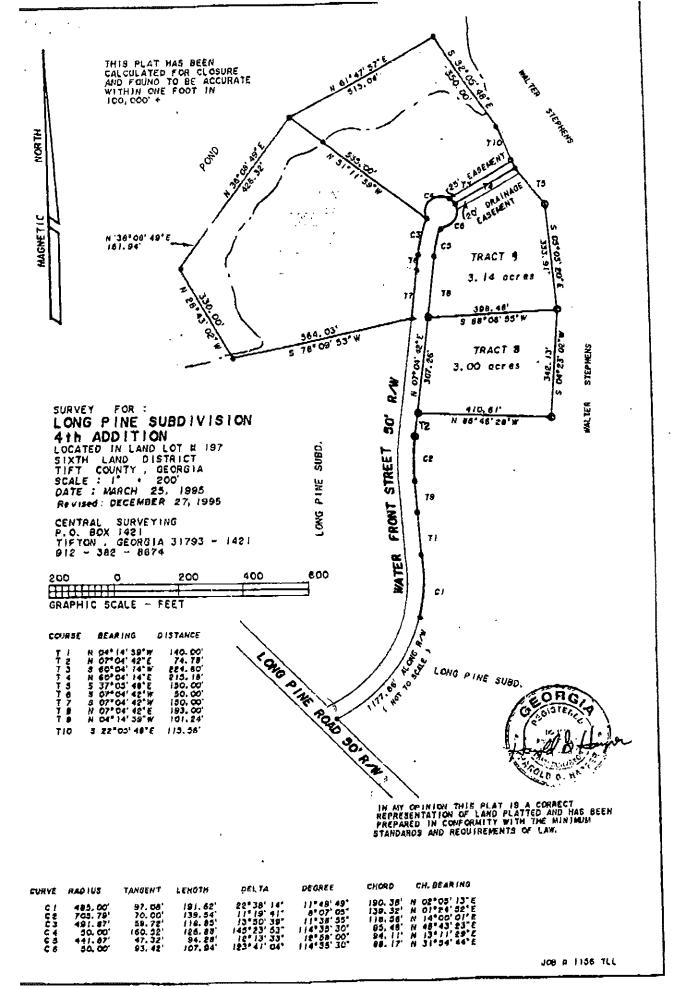
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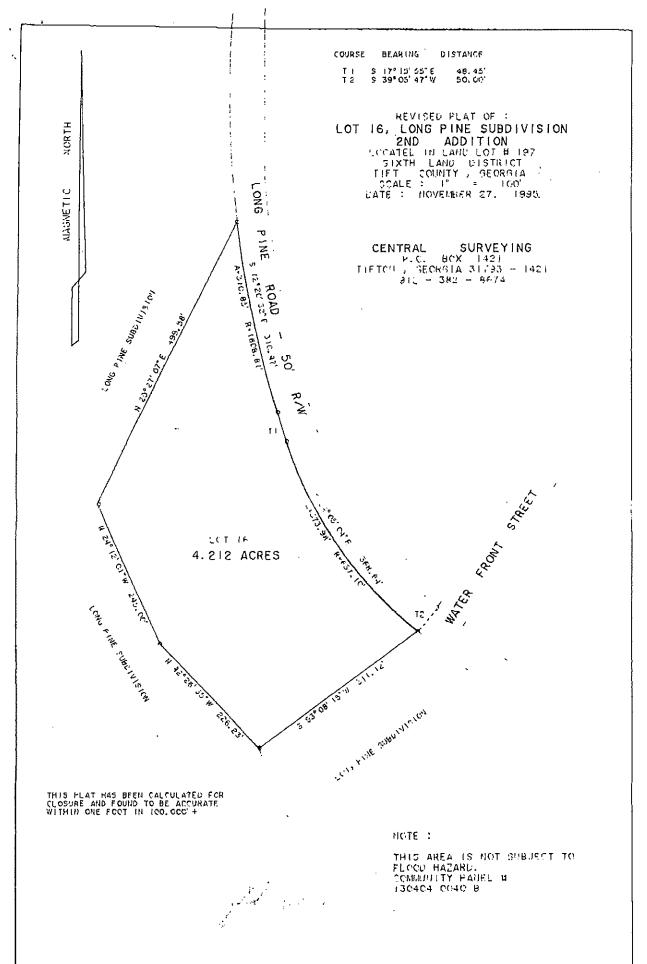






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IN MY OPINION THIS PLAT IS A CORRECT REPRESENTATION OF LAND PLATTED AND HAS BEEN PREPARED IN CONFORMATY WITH THE MINIMUM STANDARDS AND HEQUIREMENTS OF LAW.

J08 # 1544 TUS

LONG PINE LOT PRICES Valid Until July 1, 2001

LOT NUMBER	ACREAGE	PRICE
8	3.0	\$50,000
9	3.14	50,000
16	4.2	45,000
#13 BACKON MARKET	5.7	45,000

PRELIMINARY EVALUATION FOR INDIVIDUAL SEWAGE AND WATER FOR LOTS: 8, 9, 16 IN LONG PINE

The following quotations concerning perkability of individual lots in Long Pine were copied from communications sent by the Tift County Health Department. For final evaluation, the developer recommends that potential customers contact the Tift County Environmental Health Dept. 386-7965.

LOT 8,

Evaluation December 23, 1994

"Right front of this lot is not approved for the installation of absorption systems. The left front for the first third of the lot could have an 18 inch system. Beyond this point, the lot can have either a 6 or 12 inch system, depending on the depth of the restrictive layer in the area in which you are working. The left side of the lot has a 40-50 mpi perc rate while the right side would be about 35 mpi..."

LOT 9

Same date

"The area to the left of the old road bed for a width of about 150 feet is not satisfactory for installing a sewage system due to a shallow restriction and a high percolation rate. The rest of the lot can take a 6 inch deep system with drain tile installed approximately 42 inches depending on the availability of a suitable outlet. The percolation rate is approximately 15 mpi..."

LOT 16 Evaluated 11/14/95

... "My first recommendation would be a 1500 ga. Septic Tank and 340 Lin. Ft. of absorption field using a 1,000 Gal. S.T. for a pump chamber to install the system about 18 inches deep...Repair area using pump may be just to right of initial system. If they can be kept up within last 75 ft. of front property line 18" depth still applies. To keep this depth on front without any fill does not allow for cutting down the dirt ridge along the front of property 30 ft. wide. If that is done some fill may be required on far end of trenches to correct the topography..."

CONCERNING WATERFRONT PROPERTY AND USE OF LAKES

As noted in the Covenants, pg. 5, Item 14; lakes are owned by the residents whose property surrounds them and may be used only by those owners. Guests may use the lakes when a member of the owner's immediate family is present.

Though this restriction seems unfriendly, it is in effect in order to provide privacy for waterfront residents and to maintain a balance in fish harvest.