

# AMENDMENT TO COVENANTS

NOV 30 1994 ..... NOV 30 1994

RENEE M. WHITLEY & WILMOT, P.C.  
ATTORNEYS AT LAW  
PO BOX 1287  
TAMPA, GA 31793

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TIFTWEST SUBDIVISION OF LAND LOTS 261 and 291, 6TH LAND DISTRICT, TIFT COUNTY, GEORGIA

VOL 0540 PAGE 010

GEORGIA, TIFT COUNTY

The Declaration of Covenants, Conditions and Restrictions dated December 15, 1992 and recorded in Deed Book 460, page 248 in the office of the Clerk of the Superior Court of Tift County, Georgia regarding the use of properties located in the Tiftwest Subdivision, as shown on a plat prepared by Hampton & Associates Surveying Co., dated February 13, 1989 and recorded in Plat Book 19 on page 78 in the office of the Clerk of the Superior Court of Tift County, Georgia, is hereby amended by striking Paragraph 3 therefrom and inserting in lieu thereof the following:

"3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$50,000.00 based upon cost levels prevailing in Tift County, Georgia on the date of this instrument. To achieve such desired quality and value of workmanship and materials, the following restrictions are provided:

- (1) The floor area of the main structure, exclusive of porches, garages and carports, shall not be less than 1350 square feet with not less than 900 square feet on the first or ground floor;
- (2) Exposed concrete blocks may not be used for exterior walls. Stucco or exterior plaster may be used on concrete blocks; and
- (3) Open carports or garages without doors are prohibited."

AS HEREBY AMENDED, such Declaration of Covenants, Conditions and Restrictions is hereby ratified, redeclared and republished.

INDEPENDENT INVESTORS, INC.

BY: *[Signature]*

attest: *[Signature]*  
(SEAL)

Signed, sealed and delivered on November 29, 1994 in the presence of:

*[Signature]*  
*[Signature]*  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF GEORGIA, TIFT COUNTY  
SUPERIOR COURT

30 NOV 1994

3:20  
November 16 1994  
Deed 540-10  
*[Signature]* Clerk

LINDA BETTY  
Notary Public, Tift County, Georgia  
My Commission Expires Dec. 30, 1996  
TIFTWEST/COVENANT/AMEN  
STU/ND12

RECEIVED  
TIFT COUNTY  
CLERK'S OFFICE

GWEN C. PAJE  
CLERK

BY

RENEE M. WHITLEY  
& WILMOT, P.C.  
ATTORNEYS AT LAW  
TAMPA, FL 33610

12-21-1992 Recorded 12-21-1992

VOL 0460 PAGE 248

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TIFTWEST SUBDIVISION OF LAND LOTS 261 AND 292, 6TH LAND DISTRICT TIFT COUNTY, GEORGIA

GEORGIA, TIFT COUNTY

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made and published this December 15, 1992, by INDEPENDENT INVESTORS, INC., a Georgia corporation of Tift County, (hereinafter "III")

For and in consideration of the benefits to be derived by III and every subsequent owner of any of the lots located in TIFTWEST SUBDIVISION, as shown on a plat prepared by Hampton & Associates Surveying Co., dated February 13, 1909 and recorded in Plat Book 19 on page 78 in the office of the Clerk of the Superior Court of Tift County, Georgia, III does hereby set up, establish, promulgate and declare the following covenants, conditions and restrictions applicable to the lots and the owners thereof.

1. LAND USE AND BUILDING TYPE. No lot shall be utilized for any purpose except residential purposes. No building shall be constructed, erected, placed, altered or permitted to remain on any lot other than one detached single-family dwelling not in excess of two and one-half stories in height (exclusive of any basement) plus a private residence garage for motor vehicles and such residential accessory buildings as may be approved by the Architectural Control Committee. No garage or permitted accessory building shall be constructed, erected, placed, altered or permitted to remain upon any lot which is not constructed of the same materials as the dwelling located upon said lot unless prior approval is obtained from the Architectural Control Committee, except as hereinafter provided:

(a) A portion of one lot in Block A may be dedicated and used to provide a public road extending northward from Red Fox Trail to connect with a proposed public road across adjacent property now owned by George M.D. Hunt, III;

(b) Lots may be utilized for recreational or beautification purposes.

2. ARCHITECTURAL CONTROL. No building, fence, wall or other structure of any nature shall be constructed, erected, placed, altered, or permitted to remain on any lot until the construction plans and specifications and a plan showing the location of the proposed structure has been approved by the Architectural Control Committee as to quality of workmanship and materials, as to harmony of external design with existing structures, and as to location including relationship with topography and finish grade elevation.

11 4 11 12 13 14 15 16 17

VOL 11360 PAGE 249

3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$50,000.00 based upon cost levels prevailing in Tift County, Georgia on the date of this instrument. To achieve such desired quality and value of workmanship and materials, the following restrictions are provided:

(1) The floor area of the main structure, exclusive of open porches and garages, shall not be less than 1,350 sq. ft.;

(2) Exposed concrete blocks may not be used for exterior walls. Stucco or exterior plaster may be used on concrete blocks.

4. BUILDING LOCATION. No building shall be located on any lot nearer than 30 feet to the front lot line. No building shall be located on any lot nearer than 10 feet to an interior lot line. No dwelling shall be located on a lot nearer than 10 feet to the rear lot line. For purposes of this provision, eaves, steps, carports and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5. STRUCTURE LOCATION. No swimming pool, or other structure of any nature shall be constructed, erected, placed or permitted to remain on any lot nearer to any street or lot line than the minimum setback lines established for said property unless approved by the Architectural Control Committee.

6. DIVISION OF LOTS. No lot shall be divided or otherwise partitioned without the prior written approval of the Architectural Control Committee.

7. COMBINATION OF LOTS. Up to three (3) adjacent lots may be combined by the owner and in such event, the exterior lines of such combined lots shall be considered in determining the location of the dwelling and other improvements and the boundary line separating such combined adjacent lots shall be ignored.

8. ROADS AND STREETS. No portion of any lot shall be utilized at any time by any person or entity as a road, street, or other thoroughfare or otherwise for any purpose of ingress and egress to or from other property without the prior written consent of the Architectural Control Committee, except as provided in paragraph 1(a) and (b).

9. DURATION OF CONSTRUCTION. Upon commencement of construction of any structure or improvement upon any lot, the owner of said lot shall not allow construction work to proceed in any manner other than diligently or allow such construction to be completed other than within a reasonable time nor shall any such lot owner allow any such construction to remain incomplete after once commenced for more than one calendar year. As used herein, the term "construction" shall include preparation of grounds and landscaping. During construction, the owner shall not allow the premises to become or remain unsightly or littered.

10. EASEMENTS. Easements for installation and maintenance of utilities and drainage are reserved as shown on the recorded plat.

11. NUISANCES. No noxious or offensive activity shall be carried on or permitted 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.

12. 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.

13. SIGNS. No sign(s) of any kind shall be displayed to the public view on any lot, except the owner may have or permit:

(a) One sign of not more than five square feet advertising the property for sale or rent;

(b) Temporary sign(s) of contractors and lenders while involved in the construction of improvements; and

(c) Temporary political signs(s).

14. 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.

15. 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 they are not kept, bred or maintained for any commercial purposes and there are not more than two pets per household. No pet shall be allowed or permitted to become a nuisance to the owner of any other lot in the subdivision.

16. 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 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.

17. COMMERCIAL AND NON-OPERABLE VEHICLES. No commercial vehicle, construction equipment, or any non-operable vehicle of any type shall be

WLEY  
C

VOL 0460 PAGE 251

permitted on any lot unless kept in completely enclosed garage and approved in advance in writing by the Architectural Control Committee.

18. 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. Should the owner of any lot fail to comply with the provisions of this paragraph then following notice with respect thereto and failure to correct such failure on the part of the owner, either III or the Architectural Control Committee shall have the right to cause such growth to be cut, to charge the owner of such lot with the cost thereof, and to collect such cost from such owner.

19. MAINTENANCE OF STRUCTURES. Buildings and other structures constructed on any lot shall be maintained in an essentially the same state as constructed and no finished building or other structure shall be allowed or permitted to become or remain in need of repair or maintenance.

20. WATER SYSTEM. No individual wells or water supply system shall be permitted or allowed without the prior written approval of the Architectural Control Committee.

21. SIGHT DISTANCE AND INTERSECTIONS. No fence, wall, hedge, shrub or tree shall be placed or permitted to remain upon any lot which will obstruct sight lines between vehicles at intersections.

22. ARCHITECTURAL CONTROL COMMITTEE:

(a) MEMBERSHIP - The Architectural Control Committee is composed of J. P. SHORT, BOB REINHARDT and ELLIS E. BROWN, all residents of Tift County, Georgia. A majority of the committee may designate a representative to act for it. Should any member of the committee be unable to serve, a replacement or successor shall be designated by the remaining members or, failing such designation, appointed by the board of directors of III. If a replacement or successor is not designated by the remaining members or appointed by III, owner(s) of properties in the subdivision may be designated by the governing body of the City of Tifton to serve on the committee. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.

(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 representative fails to approve or disapprove within 60 days after submission by the owner, approval will not be required and the related covenants shall be deemed to have been fully complied with.

23. 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)

VOL 0460 PAGE 252

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.

24. 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.

25. 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.

26. AMENDMENT. III 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 two-thirds of all other persons or entities then owning any portion of the land to which these covenants, conditions and restrictions are applicable.

27. Tiftwest Subdivision and these covenants, conditions and restrictions shall supplement and extend all requirements of the City of Tifton applicable to the development and use of such properties. In cases of conflict, the most restrictive requirements shall control.

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

INDEPENDENT INVESTORS, INC.

by: J P Short

attest: Richard L. Long  
(SEAL)

Signed, sealed and delivered  
in the presence of:

Katherine L. Kuhn  
Richard J. Kelly

Notary Public  
My Comm. Expires: March 31, 2001  
License # 198977  
Notary Public - Tift County, Georgia  
By Commission Expires 03/31/2001

TIFWEST/RESTRICTIONS  
04; FORMS: 0M