

STATE OF GEORGIA
COUNTY OF LOWNDES

***DECLARATION OF RESTRICTIVE COVENANTS
OF
CARLTON RIDGE SUBDIVISION***

THIS DECLARATION, made on the date hereinafter set forth by TED CHASE hereinafter referred to as “Declarant”.

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the property described in Exhibit “A” attached hereto and made a part hereof located in Lowndes County, Georgia;

WHEREAS, the Declarant is developing the above-described lots for sale as residential lots for new construction homes in the subdivision to be known as CARLTON RIDGE SUBDIVISION; and

NOW THEREFORE, for and in consideration of the premises and of the benefits to be derive by Declarant, and each and every subsequent owner of any of the lots in said subdivision, the said Declarant does hereby set up, establish, promulgate and declare the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of the real property and shall be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

Section 1. “Association” shall mean and refer to CARLTON RIDGE HOMEOWNERS’ ASSOCIATION, INC., its successors and assigns.

Section 2. “Properties” shall mean and refer to that certain real property hereinafter described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

Section 4. “Lot” shall mean and refer to any plated and numbered lot shown upon the recorded subdivision plat of the Property which is recorded in the Office of the Clerk of the Superior Court of Lowndes County, in Plat Cabinet 1, Page 3545, or any supplemental or amended plats relating thereto.

Section 5. “Common Area” shall mean all areas (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area may include, but shall not be limited to median islands, green spaces, retention ponds, and a 10 foot buffer strip identified on the above referenced plat or map of survey as set forth in Section 4 above. Declarant reserves the right to dedicate additional parcels to the Common Area.

Section 6. “Declarant” shall mean and refer to TED CHASE, his successors, heirs, executors, administrators, and assigns.

ARTICLE II PROPERTY RIGHTS

Section 1. **Owner’s Easements of Enjoyment of the Common Area.** Every owner shall have a right and easement of enjoyment in and to the Common Area that shall be appurtenant to and shall pass with the title to every Lot. The Association reserves the right to suspend the rights and privileges of an Owner to the use of the Common Area until such time as the Owner corrects any infraction of the published rules and regulations or provides adequate restitution for any misuse or destruction of the property of the Association or Declarant. The Association also reserves the right to suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid. Additionally, the Association reserves the right to suspend the Owner's rights and privileges to the use of the Common Area for an additional period not to exceed thirty (30) days after such restitution or correction of any infraction of its published rules and regulations, including, but not limited to,

misuse or destruction of the Common Area or non-payment of any assessment has occurred. The type of destruction covered by this section includes, but is not limited to, damage to fixtures, signs, and lights in the Common Area and fencing around the Common Area.

Section 2. **Declaration of Use.** Any Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the Common Area and facilities to the members of his family or his tenants who reside on the property.

ARTICLE III ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Each and every lot owner, by accepting a deed for any lot in the subdivision, shall become a member of the Carlton Ridge Homeowner's Association, Inc. formed and/or incorporated by the Declarant for the purposes of maintaining the common area and pond; general traffic control; initial landscaping provided by the Declarant, if any; security; and all common community areas and services of every kind and nature required or desired within the subdivision for the general use and benefit of all lot owners. Each owner and every occupant agrees to abide strictly by the by-laws, rules and regulations which will be passed from time to time by the Association, the use restrictions, as they may be lawfully amended or modified from time to time, and with the covenants, conditions, and restrictions set forth in this Declaration and in the deed to his or her lot, if any. Membership shall be appurtenant to and may not be separated from ownership of any lot.

Section 2. Failure to comply with this Declaration, the By-Laws or the rules and regulations shall be grounds for an action to recover sums due or for damages or injunctive relief, or both, maintainable by the Association or in a proper case, by an aggrieved owner.

Section 3. The Association will be organized and will exist for the benefit of all property owners in the subdivision, and shall have two classes of voting membership.

Class A Voting Rights. Class A members shall be all lot owners with the exception of the Declarant, who shall hold Class B membership voting rights.

- (i) Class A members shall have immediate voting rights any time the vote involves the annual assessment as contemplated under Section 3 of Article IV hereof; and
- (ii) Upon any proposal that the Association levy a special assessment pursuant to Section 4 of Article IV hereof.

On all other issues other than set forth above Class A membership shall be a non-voting membership until full voting privileges are granted to Class A members at the earlier of the following events:

- (i) At such time as the Class B members shall so designate by notice in writing delivered to the Association and the Class A members; or
- (ii) On the 1st day of January 2017.

When entitled to vote, Class A members shall be entitled to one (1) vote for each Lot owned. If the Lot is combined with a portion or all of another Lot, the result is a parcel that is entitled to only one vote. When more than one person holds an interest in any Lot, all such persons shall be members of the Association. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation and the giving of a security interest shall not terminate the owner's membership.

Class B Voting Rights. The Class B members shall be the Declarant and shall be entitled to ten (10) votes for each Lot owned. The Class B members shall be entitled to vote on all matters and all events. The Class B membership shall automatically terminate and cease to exist, at such time as the Class A members shall be entitled to full voting privileges, in which event the Class B member shall be and become a Class A member with all the rights and privileges as other Class B members.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. **Creation of the Lien and personal Obligation for Assessments.** Each owner of any Lot by acceptance of a deed therefore, except with respect to lots owned by Declarant, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Properties and for the improvements and maintenance of the Common Area. Annual assessments shall include, and the Association shall require and pay for out of the funds derived from annual assessments, the following:

- (a) Ground maintenance, landscaping and repair of the Common Area which include, but are not limited to, walking trails, easements, buffer strips, detention areas, signage within the property, signage within the easements along Tillman Crossing and Jericho Road, and common acreage held as green space that can not be developed.
- (b) Water, sewer, garbage, electrical, lighting, telephone, gas, and other necessary utility service for the Common Area.
- (c) Acquisition of furnishings and equipment for the Common Area as determined by the Association, including, without limitation, all equipment and furnishings necessary or proper for use of the entrance areas and for security personnel and other such measures.
- (d) Expense for security and other necessary personnel.
- (e) Casualty insurance covering the full insurable replacement value of the Common Area with extended coverage.

- (f) Liability insurance insuring the Association against any and all liability to the public, arising out of their occupation and/or use of the Common Area. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased in the discretion of the Association.
- (g) Workmen's compensation insurance to the extent necessary to comply with Georgia law, and any other insurance deemed necessary by the Association's Board of Directors.
- (h) A standard fidelity bond covering all members of the Board of Directors of the Association and all other employees of the Association in an amount to be determined by the Board of Directors.
- (i) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the Association is required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper in the opinion of the Board of Directors of the Association for the operation of the Common Area, for the benefit of Lot Owners, or for the enforcement of these restrictions.
- (j) For the purpose of general community improvements and maintenance for such items as playground equipment, tennis courts, or other equipment.
- (k) In the event the need for exterior maintenance or repair is attributable to the willful or negligent act of the Owner of a Lot, his family, guests, or invitees, the cost of such maintenance or repairs shall be added to and become part of the assessment to which such Lot is subject.

Section 3. **Annual Assessment.** The initial annual assessment shall be One Hundred and 00/100 Dollars (\$100.00) per Lot. The annual assessment shall be due on January 1 of each year, beginning on January 1, 2007, and made payable to Carlton Ridge Homeowner's Association. At the time of a conveyance of a Lot after January 1, 2007, a prorated assessment shall be paid for the remaining portion of the year. Annual assessments shall be paid on a yearly basis until modified, changed or amended pursuant to these Declarations or the By-Laws of Carlton Ridge Homeowners' Association, Inc. The annual assessment may be increased each year not more than ten percent (10%) above the annual assessment for the previous year without a vote of the membership. The annual assessment may be increased above ten percent (10%) by a vote of a majority of all votes of all classes of members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 4. **Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixture and personal property related thereto, provided that any such assessment shall have the assent of a majority of all votes of all classes of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. **Voting Notice and Quorum Requirements.** Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 or Article VIII Section 2 shall be sent to all members by U.S. Mail and postmarked neither less than fourteen (14) days nor more than fifty (50) days in advance of the meeting. At such meeting, the presence of 30% or more of the members or by proxies entitled to cast a vote in both classes of membership shall constitute a quorum.

Section 6. **Uniform Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate for all Lots.

Section 7. **Certificate as to Assessments.** The Association shall, upon demand and for a charge of Five Dollars (\$5.00), furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. **Effect of Nonpayment of Assessments - Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. **Assessments Payable by Declarant.** The Declarant shall not be obligated to pay the annual assessment or charge for each Lot owned by Declarant while the Declarant holds a Class B membership. When the Declarant's membership is converted to Class A membership as provided in Article III, Declarant thereafter shall be obligated to pay the special assessments as set forth in Article III.

Section 10. **Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to the mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments that become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments that thereafter become due or from the lien thereof.

Section 11. **Street Lights.** Each individual lot owner recognizes that the subdivision lots are in a special tax district in order to provide street lights, and separate from any Association assessments, each lot owner will be taxed annually by Lowndes County according to the value of the said improvements charged to their lot.

ARTICLE V
ARCHITECTURAL CONTROL COMMITTEE

Section 1. The purpose of the Architectural Control Committee (ACC) is to protect the character and integrity of CARLTON RIDGE Subdivision as established by the Declarant by controlling any and all construction within the development, including, but not limited to controlling construction as to the quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished grade of elevation. The Committee's approval or disapproval of the plans of any proposed improvement as required in these covenants shall be in writing. All decisions of the Committee shall be binding.

Section 2. The initial Architectural Control Committee shall be composed of Ted Chase, Darren Chase and Gary Moser all residents of Valdosta, Lowndes County, Georgia. Written approval is required for any approval as set forth under these Restrictive Covenants. Refusal of approval of plans, location or specifications by the

Architectural Control Committee may be based upon any ground, including purely aesthetic grounds, which is at the sole and uncontrolled discretion of the Architectural Control Committee and shall be final and conclusive. In the event of death or resignation of either member of the Committee, the remaining member shall have full authority to designate a successor. After the Declarant shall cease to have any ownership interest in any of the Lots within the Subdivision, upon notice to the Association, the Association shall thereafter appoint an Architectural Control Committee and such committee shall undertake the powers and duties of the Architectural Control Committee as set forth herein. The members of the Association shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties in accordance with Article VIII Section 2 to follow.

Section 3. Neither the members of the Committee nor their designated representatives or successors shall be entitled to any compensation for services performed pursuant to this covenant. Neither the members of the Committee, nor their designated representatives or successors, shall be liable for any action taken pursuant to the authority vested in them by these protective covenants or their failure to take any action pursuant thereto. Each and every owner of any of the lots in the subdivision, by acceptance of the deed to such lot, agrees to this limitation of liability and to release the members of the Committee and their designated representatives and successors from any and all liability and from any and all claims, demands, and causes of action whatsoever that the lot owner may have or may hereafter have arising out of or resulting from any action taken or the refusal to take an action by the Committee pursuant to the authority vested in them by these covenants.

Section 4. All building plans for any dwelling house, garage, fence, wall or other building or structure of any kind to be erected upon any lot, and all plans for construction of driveways, pools and other improvements, including materials and exterior colors, exterior lighting, landscaping plans, and the proposed location for such improvements upon any lot, and any changes after approval, any remodeling, reconstruction, alteration or addition to any dwelling, garage, fence, wall, building, driveway or other structure upon any lot in the premises, shall require the approval, in writing, of the Architectural Control Committee.

Approval of plans and specifications shall be evidenced by a written endorsement on the plans and specifications, a copy of which shall be delivered to the owner of the lot upon which the proposed dwelling, garage, fence, wall, driveway, swimming pool, improvement or other structure is planned prior to the beginning of construction. No changes or deviations in or from the plans and specifications as approved shall be made without the prior written consent of the Architectural Control Committee. No improvement or structure of any kind, for which the plans, elevations and specifications have not received the written approval of the Architectural Control Committee, and which do not fully comply with the approved plans and specifications, shall be erected, constructed, placed, or maintained upon any lot. No alterations in the exterior appearance or any building or structure shall be made without like approval.

In the event the Architectural Control Committee fails to approve or disapprove such plans within thirty (30) days after the same have been submitted to it, as required herein, the approval of the Architectural Control Committee shall be presumed and the provisions of this paragraph shall be deemed to have been complied with.

Section 5. The Architectural Control Committee shall not be responsible for any structural defects in the plans or specifications, nor in any building, improvement or structure erected in accordance with the plans and specifications. All building plans, specifications, as well as plans for other improvements, whether for new construction or remodeling and any and all other required documents or notices to be delivered to the Architectural Control Committee, shall be delivered to Darren Chase c/o RE/MAX of Valdosta at 3312 North Oak Street Extension. Valdosta, GA 31605.

No fee will be assessed for the first submission of plans to the ACC for approval of the construction of a primary dwelling. If for any reason the ACC disallows the plans on the first submission, a \$50.00 fee, made payable to *Carlton Ridge Homeowner's Association, Inc.* must be paid at the time the plans are resubmitted for approval. For any additional submissions of plans to the ACC because the ACC disapproved the previously submitted plans, a fee of \$100.00 must be paid at the time of the additional submissions. When plans are submitted to the ACC for any other improvements or modifications, no fee will be assessed for the first submission. If the first set of plans is disapproved, a \$25.00 fee will be assessed for the second

submission. If the second set of plans is disapproved, a \$50.00 fee must be submitted for each additional submission of plans.

Section 6. Any construction approved by the Architectural Control Committee shall be completed within twelve (12) months from the date of approval unless otherwise authorized or extended in writing by the Architectural Control Committee, and any such construction not completed within such time frame shall incur a penalty for liquidated damages in the amount of \$25.00 per day for which a lien shall arise and be created in favor of the Association and against the lot owner for the full amount chargeable to the lot. Any such amount shall be due and payable within thirty (30) days after the Architectural Control Committee has billed the owner.

Section 7. In the event that the Declarant or the Architectural Control Committee or any person or entity having the right to do so, should file a lawsuit in order to enforce the provisions as set out in this Agreement or to collect any sums due hereunder, then the prevailing party shall be entitled to recover reasonable attorney's fees and the costs of such litigation from the non-prevailing party.

ARTICLE VI

BUILDING RESTRICTIONS AND GUIDELINES

Section 1. **Single Family Residence.** All lots shall be used solely for single-family residential purposes. No dwelling shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height. Each lot shall have no dwelling house erected or located upon other than a one-story single family dwelling having at least 1,800 square feet of heated floor space, exclusive of porches, garages, stoops, and covered walkways or breezeways; or a two-story single family dwelling having at least 2,000 square feet of heated floor space, exclusive of porches, garages, stoops, and covered walkways or breezeways. Each single-family residence may have attached thereto a private garage for at least two (2) but not more than three (3) automobiles and/or quarters for domestic servants. Homes on lots 37-39, 45-53 and 98-99 shall be at least 2,200 heated square feet if single story and 2,400 heated square feet if two story. No modular homes are allowed. In the event the building area of the lot will not allow for a minimum sized one story dwelling due the various setbacks and other constraints, including the

impact of designated wetlands or other issues on back yard size, the Architectural Control Committee shall have the right and authority to approve plans for a reduced floor plan for that particular lot.

Section 2. **Subdivision of Lots.** Unless approved by the Architectural Control Committee, (1) no lot or lots shall be further subdivided so as to create any lot of less area than the area shown for each lot on the recorded subdivision plat, and (2) no lot shall be otherwise changed in size or changed in shape. With approval of the ACC more than one (1) platted lot may be combined and used as the site for a single residence and owners adjoining a vacant lot may subdivide the vacant lot between them thereby increasing the size of their respective lots. When a lot is so subdivided it shall thereafter continue, for all purposes of these restrictions, to be a portion of the lot so increased in size and such increased lot or parcel may not thereafter be decreased in size.

Section 3. **Setback Lines.** No building of any kind shall be erected, located or maintained upon any lot nearer than the lot setback lines provided in applicable zoning ordinances or as shown on the recorded subdivision plat or survey whichever is more restrictive. Homes on lots 37-39, 45-53 and 98-99 shall be located no more than sixty-five (65) feet from the centerline of the interior street they front (i.e. maximum front yard set back of forty (40) feet).

Section 4. **Architectural Information Required for Approval.** Prior to beginning the construction of any driveway, dwelling, building, fence, wall, improvement or other structure whatsoever, or remodeling, reconstruction, or altering of any driveway, improvement or structure upon any lot, the lot owner or the person or persons desiring to erect, construct or modify the same shall submit for approval to the Architectural Control Committee two (2) complete sets of the following (as applicable):

- (1) Site plan showing location of all building improvements including driveways and sidewalks
- (2) Floor plan to include gross heated areas showing total heated square feet
- (3) Elevations of front, rear, and sides of proposed residence
- (4) Building and wall sections

- (5) Outline of material specifications. Exterior color of masonry, roofing, siding, and painted surfaces must be approved prior to installation
- (6) Landscaping plan including trees to be removed during construction
- (7) Erosion control plan using silt screens, hay bails and other necessary material
- (8) Name, address, telephone number and e-mail address of builder.

Section 5. **Construction Requirements.** The following requirements must be complied with for the construction of any primary dwelling. This list is not exclusive and Declarant reserves the right to impose additional requirements. Special exceptions may be made for home designs that accommodate special needs and as such these special exceptions will be addressed on a case-by-case basis by the Architecture Control Committee.

- (1) **Building Design.** The Committee encourages a variety of architectural styles with an emphasis on traditional or colonial architectural designs.
- (2) **Foundation Height.** The primary finished floor height shall be at least 18 inches above natural grade along the front elevation of the house. Natural grade shall be the highest ground elevation within the proposed buildable area.
- (3) **Roof.** Roof shape, pitch, materials and colors shall be harmonious with the existing conditions and overall building design including solar devices, skylights and dormers. Use of heavy duty and substantial materials are encouraged. Avoid shiny or other materials that detract from the home and its surroundings. Architectural shingles will be used. The roof slope must be a minimum of 8/12 and there must be variations in the roofline incorporating gables and hips. On shorter span, a 9/12 or 11/12 pitch is suggested. Skylights on front elevations are discouraged. If such skylights are to be permitted on front elevations, they should be flush-mounted and must be harmonious with overall architectural design.
- (4) **Walls.** The ACC requires the use of materials and finishes that complement the design and are harmonious with other homes in the neighborhood. Approved materials for exterior of the house are brick veneer, concrete siding, stone, stucco and EFIS (Drivit). All homes shall also have the exposed foundation covered with stucco, brick veneer or stone. Vinyl/aluminum soffit and fascia may be used. Gables and rear elevations may be of wood. All exterior wood must be painted or covered with a heavy bodied stain.

- (5) **Garages.** Only fully enclosed garages are allowed. Each home shall contain a garage no smaller than 19 feet wide by 20 feet deep interior dimensions with no less than two (2) 8 foot by 9 foot or a single 8 foot by 16 foot overhead door. The use of automatic or remote garage door operators are required to ensure that the visual control and security aspects of this guideline are fulfilled.
- (6) **Driveway.** Each home shall have concrete driveway continuous from the street to the garage door. Any approved parking pads shall also be paved with concrete.
- (7) **Exterior Lighting.** Exterior flood or other lights shall not be permitted to shine directly on a neighbor's residence and must be angled or shielded so as to illuminate only the area around the residence itself.
- (8) **Chimney.** Masonry is encouraged but other types of chimneys will be approved if appropriate. Choice of proportion and materials should give a substantial, stable appearance for best effect. Solid windscreens or alternate approved chimney cap shall conceal flues.
- (9) **Mailbox.** Mailboxes must be either brick or Williamsburg.
- (10) **Fences, walls and hedges.** All fencing will be of brick, stone, stucco, iron, aluminum, PVC or pressure treated wood. All fencing should be at least four (4) and no more than six (6) feet high. Wood fencing must be hand built and finished double-sided or the unfinished side must face towards the property to be fenced unless otherwise approved.
- (11) **Accessory Buildings.** Accessory buildings which are compatible with the primary structure shall be allowed. All accessory buildings are subject to the approval of the Architectural Control Committee. Under no circumstances shall any such structure be located closer than the applicable set back lines.
- (12) **Sod and Landscaping.** Before occupancy, each and every lot must have full sod coverage, except for planting beds, in the front, side and rear yards. Landscaping plan must include planting beds in front and side yards.

Section 6. **Erosion Control Requirements.** Each builder of a residence on a Lot shall be responsible for implementing erosion control measures and inspections in accordance with the National Pollution Discharge Elimination System (NPDES) as a secondary permittee. If the Architectural Control Committee so requests, prior to construction, or during construction, the lot owner/builder shall install a silt screen, straw and

other materials in order to control erosion in accordance with NPDES best management practices. In the event the property owner fails to provide the same after notice from the Architectural Control Committee, then the ACC can install erosion control materials and the lot owner will be responsible for the expense of the same. Furthermore, the lot owner shall be responsible for all court costs, attorney's fees, and other expenses related to the enforcement of this provision.

**ARTICLE VII
USE RESTRICTIONS**

Section 1. **Lot Use.** No portion of any Lot, other than that covered by buildings or other structural improvements approved as hereinbefore specified, shall be used for any purpose other than that of a lawn. Nothing herein contained, however, shall be construed as preventing the use of the same for walks, drives, private swimming pools, tennis courts and other appropriate private facilities as long as approval is obtained from the Architectural Control Committee. Planting trees or shrubbery; growing flowers or ornamental plants; or using statuary, fountains or similar ornamentations, for the purpose of beautifying said premises is allowed. No vegetables or grains of the ordinary garden or field variety shall be grown on the front or side yards.

Section 2. **Temporary Residences.** No trailer, basement, tent, shack, garage, barn or other outbuilding erected on a Lot shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence, nor shall such temporary building or trailer be erected or allowed to remain on any Lot except during the construction of the main dwelling.

Section 3. **Home Occupation or Business.** No lot or residence located thereon shall be used for any commercial purpose whatsoever, with the exception of the business of Declarant and the transferees of Declarant in developing all of the Lots. No Home Occupation or Home Business as defined by the Lowndes County Unified Development Code shall be allowed without a special exception granted by the Zoning Board of Appeals.

Section 4. **Commercial and Other Vehicles.** No commercial vehicle shall be parked or kept on any such street or lot except while being loaded or unloaded or while engaged in work upon such lot except during construction. No commercial vehicles, boats, tractors, lawn mowers, golf carts, three or four wheelers, wave runners, jet skis, motor homes, campers, motorcycles, trailers, semi tractor/trailers, construction or like equipment, or any mobile or recreational vehicles or stationary trailers of any kind shall be parked on any street or lot unless kept in a garage completely enclosed and shielded from view.

No junked, disabled or inoperative vehicle will be kept on any property for more than fourteen (14) consecutive days unless it is stored in a garage completely enclosed, and at no time that a non-operating vehicle is on the Property will it be stored as to be visible from any road or Lot. Additionally, no automobiles or trucks or any other vehicles shall be parked on the street(s) within the subdivision for more than forty-eight (48) consecutive hours.

Section 5. **Garbage and Other Waste.**

- (1) **Construction Requirements.** During construction the lot and work area shall be kept in a clean manner and the owner and/or contractor shall not allow debris, trash, garbage, or unused construction material to lie around and be unsightly on the premises.
- (2) **Residence Requirements.** No lot shall be used, in whole or in part, for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear 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 will cause any noise that will or might disturb the peace, quiet, comfort and serenity of the occupants of the surrounding property.

Trash garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each Lot Owner shall provide receptacles for garbage in an area not generally visible from any road. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

In the event any contractor or lot owner shall fail or refuse to keep the premises in a good and clean manner then the Architectural Control Committee may enter upon the premises and clean the same at the expense of the lot owner and such entry shall not be deemed a trespass. In the event of such removal, a lien shall arise and be created in favor of the Association and against the lot owner for the full amount chargeable to such lot for such removal and such amount shall be due and payable within thirty (30) days after the lot owner is billed by the Architectural Control Committee for the same, and if not paid within such time frame, then a lien shall be recorded at the Lowndes County Courthouse and the lot owner shall be responsible for said sum plus attorney's fees and court costs. This reservation shall not constitute an obligation on the part of the Declarant or its successors to perform any of the acts mentioned above.

Section 6. **Lot Appearance and Maintenance.** It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on such Lot that shall tend to destroy the beauty of the neighborhood as a whole or the specific area. Each lot owner shall be required to mow and maintain their lot in a clean, orderly and well manicured condition up to their respective street curbing (well manicured condition meaning that the grass shall not exceed 4" in height).

In the event any lot owner in the subdivision should fail or refuse to keep the grounds free from weeds, underbrush and other than in a clean and orderly condition, then the Architectural Control Committee, in its sole judgment and discretion to maintain the property neatly and in good order, may enter upon the premises and clean the same and/or manicure the same at the expense of the lot owner and such entry shall not be deemed a trespass.

In the event of any such entry a lien shall arise and be created in favor of the Architectural Control Committee and against the lot owner for the full amount chargeable to the lot for such removal, and such amount shall be due and payable within thirty (30) days after lot owner is billed by the committee for the same, and if not paid within such time frame, then a lien shall be recorded at the Lowndes County Courthouse and the lot owner shall be responsible for said sum plus attorney's fees and court costs. This reservation shall not constitute an obligation on the part of the Declarant or its successors to perform any of the acts mentioned above.

Section 7. **Animals.** No horses, hogs, cattle, poultry or other livestock or animals of any kind shall be kept upon any lot described herein, except cats and dogs not exceeding two (2) in number of each, on any one lot, and other usual household pets; provided, however, that no cat, dog or other pet shall be kept upon any such lot unless the premises wherein the same shall be kept, shall be maintained at all times in a clean and sanitary condition and reasonably free of noxious or repugnant odors, flies, fleas and other insects. Furthermore, any dog or dogs must be kept in the rear yard, within a fenced area and the material, design, placement and construction must first be approved by the architectural control committee. No dogs or cats may be kept on any lot and bred or maintained for any commercial purposes.

Section 8. **Private Wells.** No private water well may be drilled or maintained on any Lot without first obtaining the consent of the ACC. The county water supply system provided for the service of said land shall be used as the sole source of water for water spigots and outlets located in all buildings and improvements located on each Lot.

Section 9. **Tree Removal.** No living tree of more than five inches in diameter shall be cut on any of the lots without the written consent of the Architectural Control Committee. Any lot owner who violates this provision through their own acts or through their agents' acts shall pay liquidated damages of \$2,000.00 per tree to the Association, plus any court costs, attorney fees, or other costs incurred by the Architectural Control Committee or the Declarant, Association, or its successors or assigns, or other lot owners or parties that may bring any action against the violator to enforce the provisions of this paragraph.

Section 10. **Offensive Activities.** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon (including but not limited to the harboring of dogs which bark excessively or dogs or other household pets which pose a danger to persons or property) which may be, or may become, an annoyance or nuisance to the neighborhood.

- Section 11. **Operation of Mini-bikes and Other Vehicles.** The operation of mini-bikes, go-carts, three and four wheelers, and non-titled motorcycles (dirt bikes) of any type on any of the said lots or common areas is hereby prohibited. The operation of electric and gas powered golf carts on public roadways shall be in accordance with state and local laws.
- Section 12. **Signs.** No sign of any kind, except temporary signs including yard sale signs previously approved by the Association, shall be displayed to the public view on any lot, except one sign of not more than five (5) square feet advertising the property for sale or rent or, or signs used by Declarant to advertise the property during the construction and sale period. Declarant may post signs on any lot owned by the Declarant as well as the Common Areas.
- Section 13 **Oil and Mining Operations.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or under 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, permitted or maintained upon any lot.
- Section 14. **Antennae.** No dish antenna, satellite receiving antenna, television aerial or other pole may be constructed or used on any lot or on any structure built on a lot without the written approval of the Architectural Control Committee.
- Section 15. **Garage Sales.** No garage or yard sales shall be permitted on any lot or street in the subdivision, unless approved in writing by the Association. All approved signs advertising the garage or yard sale must be removed by 6 pm of the last day of the Sale.
- Section 16. **Recreation and Other Equipment.** Basketball goals, either temporary or permanent, as well as all implements or structures used for entertainment, athletic or such other related purposes are allowed only in the backyard.
- Section 17. **Controlled Burning.** Controlled burning will not be allowed on any lots in the subdivision except as deemed necessary by the Declarant.

Section 18. **Common Entrance.** No property owner will be allowed to exit or ingress his or her property directly from Tillman Crossing Road or Jericho Road. All property owners must utilize the common entrances to the subdivision provided by Carlton Ridge Subdivision.

**ARTICLE VIII
GENERAL PROVISIONS**

Section 1. **Enforcement.** The Association, Architectural Control Committee or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and to recover damages resulting from such violation as well as all costs and attorney's fees incurred in seeking to enforce said covenants. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. **Duration and Amendments.** The covenants, provisions and restrictions herein set forth shall run with the land, and once they become effective with respect to any lot upon the sale and conveyance of such lot as aforesaid, they shall be binding upon such lot and the purchaser or purchasers thereof and all persons claiming under any such purchaser for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

This Declaration may be amended in writing with the assent of a majority of the votes held by Association members eligible to vote who are voting in person or by proxy at a duly called meeting for the purpose of amending the Declaration. At such meeting, the presence of members or of proxies entitled to cast a majority of all the votes of all classes of membership shall constitute a quorum. The written amendment must be recorded in the office of the Clerk of the Superior Court of Lowndes County, Georgia to take effect.

Notwithstanding the foregoing, the Declarant, its successors and assigns, specifically reserve the right to amend, alter, and add to the conditions, restrictions, and limitations imposed herein by subsequent protective covenants for the purpose of correcting any ambiguity or inconsistency between the provisions hereof or to better promote the general purposes and well being of the subdivision and the lot owners therein. Contract, deed or other instruments applicable to any part or lot of the said subdivision may also impose restrictions and other provisions, further covenants, and conditions provided that such condition, restriction or limitation shall be in conformity with the general purposes of the restrictions herein imposed.

Section 3. **Annexation.** Additional residential property and Common Area may be annexed to the Properties by the Declarant, his heirs, executors, successors, or assigns.

Section 4. **Severance.** Should any one or more of these said covenants or restrictions be or become invalid or unenforceable by judgment or court order, the remaining covenants and restrictions herein set forth shall not be affected thereby but shall remain in full force and effect in accordance with the terms hereof.

Section 5. **Exercise of Rights.** No delay or omission on the part of the Declarant, or by any lot owners in the subdivision, in exercising any rights, power or remedy herein provided, in the event of any breach of the covenants, conditions, reservations and restrictions herein contained, shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue, nor shall any action be brought or maintained by anyone whatsoever against the Declarant for or on account of its failure to bring any action on account of any breach of these covenants, conditions, reservations, or restrictions, or for imposing restrictions herein which may be unenforceable by the Declarant.

Section 6. **Utilities Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved on the recorded subdivision plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each lot and all improvements therein shall be continuously maintained by the owner of such lot,

except for improvements for maintenance of which a public authority or utility company is responsible.

No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right of way, and such easements, reservations, and rights of way shall at all times be open and accessible to public and quasi public utility corporations, their employees and contractors, and shall also be open and accessible to Declarant, his heirs, successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easement, reservations and rights of way are reserved. These easements expressly include the right to cut any trees or bushes, to grade and to ditch and similar action reasonably necessary to provide economical utility installation and adequate drainage of surface waters, including the right to spray pesticides and herbicides as necessary to control pests and weeds.

ARTICLE IX

OWNER'S OBLIGATION TO REPAIR OR REBUILD

Section 1. Each Owner shall, at his sole cost and expense, repair its improvements, keeping the same in a condition comparable to the condition of such improvements at the time of their initial construction, excepting only normal wear and tear.

Section 2. Each Owner shall, at his sole cost and expense, repair all damages to road, grounds, or utilities caused by construction, ingress or egress of equipment, or for deliveries to or from an Owner's Lot.

Section 3. If all or any portion of the improvements are damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair, or reconstruct such improvements in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within three (3) months after the damage occurs, and shall be completed within nine (9) months after the damage occurs, unless prevented by cause beyond the control of the owner or owners. In the event foreclosure on the property by the entity holding the mortgage on the property, then the party purchasing the

property has ninety (90) days from the date he acquires ownership to undertake reconstruction and twelve (12) months to complete construction.

ARTICLE X DECLARANT'S RIGHTS

Section 1. Declarant or Declarant's heirs, executors, administrators, successors, or assigns shall undertake the work developing all Lots and Common Areas within the Subdivision. The completion of that work, and the sale, lease or other disposition of Lots is essential to the establishment and welfare of the property as a ongoing residential community. In order that such work may be completed and the property be established as a fully occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to prevent Declarant, his heirs, executors, administrators, successors, or assigns, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from:

- (a) Performing any acts on any part or parts of the property owned or controlled by Declarant, whatever they determine may be reasonably necessary or advisable in connection with the completion, preparation, or work of the Subdivision;
- (b) Constructing and maintaining on any part or parts of the property owned or controlled by Declarant, Declarant's transferees, or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the property as a residential community, and the disposition of Lots by sale, lease or otherwise;
- (c) Conducting on any part or parts of the property owned or controlled by Declarant or Declarant's transferees or their representatives, the business of completing such work, of establishing the property as a residential community, and of disposing of Lots by sale, lease, or otherwise; or
- (d) Maintaining such sign or signs on any of the Lots owned or controlled by any of them (including Common Areas) as may be necessary in connection with the sale, lease , or other disposition of property Lots.

Section 2. As used in the preceding Section, the words "successors and assigns" specifically exclude purchasers of improved Lots with completed residence.

IN WITNESS WHEREOF, the Declarant has caused these Declaration of Restrictive Covenants to be executed this the _____ day of _____, 20____.

DECLARANT:

Ted Chase

Witness

Notary