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Recorded October 14, 2019

BOOK 608 PAGE 893

GEORGIA-Peach County

Clerk's Office Superior Court

Filed this 14th day of October, 2019

At 9:00 o'clock A.M. Recorded in Deed

Book 608 Page No. 893-916 This 14th

day of October, 2019

*[Handwritten Signature]*  
Clerk  
Deputy

✓ This instrument prepared by and after recordation, is to be returned to:  
Robert R. Lawson, Esq.  
912 Main Street  
Perry, GA 31069  
478-987-2622

(This Space for Recording Official Use Only)

SUPPLEMENTAL AND AMENDED DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

THE FARM PHASE 2

THIS SUPPLEMENTAL AND AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made this the 4th day of October, 2019 by THE MINOR COMPANY, INC., a corporation organized and existing under the laws of the State of Georgia having its principal office in Houston County, Georgia and JLP PROPERTIES, INC., a corporation organized and existing under the laws of the State of Georgia, and having its principal office in Houston County, Georgia, hereinafter referred to individually and collectively as the "Declarant", and TPS PROPERTIES, INC., a corporation organized and existing under the laws of the State of Georgia having its principal office in Houston County, hereinafter referred to as "Assignor".

WITNESSETH:

WHEREAS, JLP PROPERTIES, INC. and TPS PROPERTIES, INC. did make Declaration of Covenants, Conditions and Restrictions for The Farm dated June 28, 2002, that are recorded in Deed Book 257, Pages 539-562, Clerk's Office, Peach County Superior Court (the Original Covenants), subsequently amended on January 30, 2003

BOOK 608 PAGE 894

and recorded in Deed Book 269, pages 679-684, Clerk's Office, Peach County Superior Court, (the Amendment to the Original Covenants), and

WHEREAS, the Original Covenants provided in Article 1, Section 1.1, b. that the "Declarant may assign the rights, privileges, duties, and obligations hereunder, which are and shall be assignable", and

WHEREAS, the Original Covenants further provided in Article 1, Section 1.2, b. that the Declarant shall have the right to add property to the covenants through a supplementary declaration to the Original Covenants, and

WHEREAS, TPS PROPERTIES, INC. does desire to assign its rights, privileges, duties and obligations as a declarant under the Original Covenants to The Minor Company, Inc., and

WHEREAS, Declarant is the owner of the real property described in Article 1, Section 1.2 of this Supplemental and Amended Declaration, and

WHEREAS, Declarant, pursuant to the authority contained in the Original Covenants, has deemed it desirable for the efficient preservation, protection and enhancement of the values of such real property, to issue a Supplemental and Amended Declaration of Covenants, Conditions and Restrictions for The Farm Phase 2; and

WHEREAS, Declarant desires to subject the real property described in Article 1, Section 1.2 hereof to the covenants, restrictions, charges and liens hereinafter set forth.

NOW, THEREFORE, said TPS PROPERTIES, INC., by execution of this document, does hereby assign its rights and privileges, duties, and obligations as a Declarant under the Original Covenants, and those rights and privileges, duties and obligations only, to THE MINOR COMPANY, INC., and said THE MINOR COMPANY, INC., and JLP PROPERTIES, INC., as Declarant herein declare that all of the real property described in Article 1, Section 1.2, hereof, is and shall be held, transferred, sold, leased, occupied and conveyed subject to the covenants, conditions, restrictions, easements, charges, liens and provisions set forth herein, which shall run with the real property and be binding on all parties having any right, title or interest in and to said real property or any part or portions thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof and, where expressly provided herein shall benefit the Declarant. The Original Covenants are hereby extended by this supplemental declaration, as amended, to apply to The Farm, Phase 2 lots as described in Article 1, Section 1.2, hereof.

ARTICLE I

GENERAL PROVISIONS

1.1 Definitions. The following words, when used in this Declaration, unless the context shall prohibit, shall have the following meanings:

a.

(i) "*Phase 2 Properties*" (or "*Properties*") shall mean and refer to the real property (including improvements) described in Section 1.2 hereof, and additions thereto, as are subject to this Supplemental and Amended Declaration.

(ii) "*Original Properties*" shall mean and refer to the property known and designated as THE FARM on that certain plat of survey prepared by McDougald & Associates, Surveyors, certified by James R. McDougald, Georgia Registered Land Surveyor No. 2702, dated June 10, 2002, a copy of which is of record in Plat Book 23, Page 130, Clerk's Office, Peach Superior Court.

(iii) "*Collective Properties*" shall mean and refer to both the Phase 2 Properties and the Original Properties, collectively.

b. "*Declarant*" shall mean and refer to THE MINOR COMPANY, INC. and JLP PROPERTIES, INC., and each of their successors and assigns, and shall include any person or entity to which Declarant may assign the rights and privileges, duties, and obligations hereunder, which are and shall be assignable.

c. "*Owner*" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any portion of the Phase 2 Properties (unless otherwise specified), but excluding any person or entity whose interest in the Phase 2 Properties arises pursuant to a deed to secure debt, mortgage, or other similar instrument evidencing or securing indebtedness.

d. "*Lot*" and or "*lot*" shall mean and refer to any lot, tract or parcel of land identified as a lot on a recorded subdivision plat covering any portion of the Properties.

e. "*Architectural Control Committee*" shall mean and refer to those persons appointed by the Declarant, or as hereinafter provided by the majority of the owners of the Collective Properties, in accordance with the provisions of Article II of this Declaration and Article I, Section 1.2 b. and Article II of the Original Covenants.

- f. *"Subdivision Survey"* shall mean and refer to the map or plat of survey of the Properties dated July 23, 2019, prepared by Marty A. McLeod, Georgia Registered Land Surveyor No. 2991 delineating individual building lots or parcels which is hereafter filed for record by the Declarant and recorded on the Deed Records of Peach County in Plat Book 29, Page 11. Said Subdivision Survey shall also be referred to as "THE FARM PHASE 2" survey.
- g. *"Developed Lots"* shall mean the following lots as shown on the survey dated July 23, 2019, prepared by Marty A. McLeod, Georgia Registered Land Surveyor No. 2991, a copy of which is of record in Plat Book 29, Page 11, Clerk's Office, Peach County Superior Court: lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, and 25.
- h. *"Exterior Lots"* are lots 1, 2, 3, 4, 5, 6, 7, 16, 17, 18, 19, 20, 21, 22, 23, 24, and 25 as shown on the Subdivision Survey.
- i. *"Interior Lots"* are lots 8, 9, 10, 11, 12, 13, 14, and 15, as shown on the Subdivision Survey.

**1.2 Property Subject to Declaration.**

The Original Properties remain governed by the Original Covenants. The real properties covered and governed by this Supplemental and Amended Declaration are the Phase 2 Properties. All Phase 2 Properties and any right, title or interest therein shall be owned, held, leased, sold and/or conveyed by Declarant, and any subsequent owner of all or any part thereof, subject to this Declaration and the covenants, restrictions and provisions set forth herein.

**1.3 General Easements.** Declarant hereby grants, creates, conveys and reserves unto itself and its successors and assigns the following easements affecting the Properties or portions thereof, which easements shall be for the benefit of the Owners of each Lot subjected to this Declaration by the Declarant and its successors and assigns, to-wit:

- a. Drainage and Utility Easements. Easements for installation and maintenance of utilities and drainage facilities delineated on the Subdivision Survey and over the rear ten (10) feet of each Lot within the Properties. Drainage flow shall not be obstructed, nor be diverted from,

drainage or utility easements as designated above or on the aforesaid Subdivision Survey.

- b. Walking Trail and Bridal Path Easements. An easement over, upon and across that portion of each Lot designated on the subdivision plat of survey for The Farm recorded in Plat Book 23, Page 130, Clerk's Office, Peach County Superior Court, as "BRIDAL PATH" for ingress, egress and access for pedestrian and equine traffic, and traffic by certain electric operated vehicles as more particularly specified in Section 7.4 below.

## ARTICLE II

### ARCHITECTURAL CONTROL COMMITTEE

The provisions of Article II of the Original Covenants are hereby restated with amendments and applied to and shall be binding upon The Properties:

**2.1 Designation of Committee.** The Subdivision shall have an Architectural Control Committee, which shall consist of three (3) members who shall be natural persons, and who shall be appointed by a majority of the record title owners of the total number of lots then subject to this Declaration voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all such owners at least thirty (30) days in advance and shall set forth the purpose of such meeting. PROVIDED, HOWEVER, until December 31, 2024 the appointment of the members of the Architectural Control Committee must be approved by Declarant, and any and all members of such committee may be removed with or without cause by the majority vote of the owners in the same manner and upon written notice and/or by the Declarant. After such date, the owners shall have the exclusive right and power at any time and from time to time to create and fill vacancies on the Architectural Control Committee.

**2.2 Membership.** Pursuant to Article I, Section 1.2, b. herein and Article II of the Original Covenants, this Declaration is supplemental to the Original Covenants recorded in Deed Book 257, Pages 539-562. Membership of the Architectural Control Committee is therefore governed by Section 2.2 of those Original Covenants, and the same Architectural Control Committee shall have the authority granted it under the Original Covenants and this Declaration over both the first phase of The Farm and Phase 2 as described herein. Any future elections of member to the Architectural Control Committee shall be voted on by Owners of the Collective Properties.

**2.3 Function of Architectural Control Committee.** No improvement, as that term is hereinafter defined, shall be erected, constructed, placed, altered (by addition or

deletion), maintained or permitted to remain on any portion of The Properties until plans and specifications as defined in Section 2.4 *infra*), in such form and detail as the Architectural Control Committee may deem necessary shall have been submitted to and approved in writing by such committee. The Architectural Control Committee shall have the power to employ professional consultants to assist it in discharging its duties. The decision of the Architectural Control Committee shall be final, conclusive, and binding upon the applicant.

**2.4 Content of Plans and Specifications.** The plans and specifications submitted to the Architectural Control Committee for approval shall include:

a. A topographical plat showing existing contour grades and the location of all improvements, structures, walks, patios, driveways, fences and walls. Existing and finished grades shall be shown at lot corners and at corners of proposed improvements. Lot drainage provisions shall be indicated as well as cut and fill details of any appreciable change in the lot contours is contemplated.

- b. Exterior Elevations.
- c. Exterior materials, colors, textures, and shapes.
- d. Structural design.
- e. Parking area and driveway plan.
- f. Utility connections.

**2.5 Definition of "Improvement."** The term "Improvement" shall mean and include all buildings and roofed structures, parking areas, loading areas, trackage, fences, walls, hedges, mass plantings, poles, antennae, driveways, ponds, lakes, swimming pools, tennis courts, signs, changes in any exterior color or shape, glazing or reglazing of exterior windows with mirrored or reflective glass, and any new exterior construction or other exterior improvement. It does not include garden shrub or tree replacements or any other replacement or repair of any magnitude which ordinarily would be expenses in accounting practice, and which does not change exterior colors or exterior appearances. It does include both original improvements and all later changes and improvements.

**2.6 Basis of Approval.** Approval of plans and specifications shall be based, among other things, on adequacy of site dimensions, structural design, conformity and harmony of external design and of location with neighboring structures and sites, relation

of finished grades and elevations to neighboring sites, and conformity to both the specific and general intent of the protective covenants.

**2.7 Failure of the Committee to Act.** If the Architectural Control Committee fails to approve or to disapprove such plans and specifications or to reject them as being inadequate within thirty (30) days after submittal thereof, it shall be conclusively presumed that such committee has approved such plans and specifications, EXCEPT that the Architectural Control Committee has no right or power, either by action or failure to act, to waive or grant any variances specifically reserved to Declarant. If plans and specifications are not sufficiently complete or are otherwise inadequate, the Architectural Control Committee may reject them as being inadequate or may approve part, conditionally or unconditionally, and reject the balance.

**2.8 Limitation of Liability.** Neither the Declarant, the Architectural Control Committee, nor any of the members of such committee, shall be liable in damages or otherwise to anyone submitting plans and specifications for approval or to any owner of land affected by this Declaration by reason of mistake of judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans and specifications.

**2.9 Submittal of Plans.** The thirty (30) day period provided in Section 2.7 above commences on (i) delivery by hand of Plans to the Clerk of the Architectural Committee as may be designated by the Committee from time to time. (ii) four (4) days after mailing to the clerk of the Architectural Control Committee by Certified Mail, Return Receipt Requested.

The Architectural Control Committee shall name a clerk on January 5 of each year and send notice to the last known address of all lot owners. For the years 2019 and 2020, the clerk of the Architectural Control Committee shall be: Toni P. Smith, P. O. Box 564, Perry, GA 31069.

### ARTICLE III

#### PROTECTIVE COVENANTS

The provisions of Article III of the Original Covenants are hereby restated with amendments and applied to and shall be binding upon The Properties:

3.1 **Applicability of Covenants.** The following provisions shall be applicable to any and all construction, improvement, alteration, or addition to the Phase 2 Properties.

3.2 **Land Use and Building Type.** No lot shall be used except for residential purposes. No residential structure shall be erected, altered, placed or permitted to remain on any lot other than one (1) single-family dwelling, not to exceed three stories in height, and a private garage for not more than four automobiles; provided however, nothing herein shall prevent construction of a freestanding guest house in addition to a single family residence. Any freestanding guest house must be approved in all respects by the Architectural Control Committee including location, design, size, exterior materials, and all other matters. Notwithstanding the provisions of Article II hereof and the authority and discretion therein granted to the Architectural Control Committee, no structures shall be erected, altered, placed or permitted to remain on any lot unless same comply with the following:

a. **Roofs.** All roofs shall have a pitch of not less than 10/12, exclusive of front and rear shed porches. Shingles shall be of the following materials, architectural or better grade composition shingles; cedar shake shingles; raised or standing ribbed metal roof, including copper or other metal, or tile. White or light-colored shingles shall not be permitted unless specifically approved by the Architectural Control Committee.

b. **Exterior Siding.** The exterior of all dwellings, garages and other outbuildings shall be constructed of brick, stucco, stone, wood or hardie board. No composition board siding is permitted. No vinyl or other chemically produced siding is permitted. No drivet siding is permitted. While wood siding is permitted, wood siding shall not include any of the following: log siding or rough sawn lumber siding (unless specifically approved by the Architectural Control Committee, e.g. some types of cedar boards).

c. **Fences.**

(i) **Materials and Construction.** Except as specifically provided herein, all fences shall be made of brick, wood, iron, stone or a combination thereof; except as provided herein, no wire fences shall be permitted. No solid wood fences shall be permitted. Fences shall not exceed 60" in height. Gates shall be constructed of materials and coating consistent with the fences, i.e., no unpainted aluminum or other bright, metallic gates. Provided, however, a dog pen or kennel can be constructed of wire and unpainted metal and can exceed sixty (60) inches in height, so long as the pen or kennel is not visible from any street. Provided further, a solid brick or stone fence may be constructed; any height over 3 feet must be approved, by the Architectural Control Committee.

(ii) **Location.** No fence shall be constructed on any Drainage and Utility Easement or Walking Trail and Bridal Path Easement.



d. Garage Entries. All vehicular and pedestrian entrances into garages shall be located on the side or rear of the structure. No garage entrances shall face the front of any lot.

e. Driveways, Parking Areas. The first twenty-five feet of the entrance of any driveway shall be concrete, improved masonry or stone product, and specifications and plans shall be approved by the Architectural Control Committee. Remaining portions of driveways and parking areas shall be concrete, masonry, stone or asphalt, as approved by the Architectural Control Committee, as to materials, location and grade. All driveways shall be a minimum width of ten (10) feet.

f. Pools, playscapes, slides, gym sets, trampolines and other recreational structures will be screened from view from streets by fencing and landscaping.

**3.3 Minimum Dwelling Size; Minimum Cost.** No dwelling shall be permitted on any lot in the Properties, unless prior written approval of the same is received from the Architectural Control Committee as herein otherwise provided. Excluding freestanding guest houses as approved by the Architectural Control Committee, no dwelling shall have less than 3,000 square feet of heated and cooled living space, exclusive of unfinished basements, porches, terraces, patios, garages, and accessory buildings. The ground floor area of a dwelling of more than one-story shall have not less than 2,500 square feet of heated and cooled living space, exclusive of unfinished basements, porches, terraces, patios, garages, and accessory buildings. Provided, however, if the dwelling costs in excess of \$275,000.00 for the area of the dwelling which is heated and cooled by forced air systems, the minimum size may be 2,400 square feet.

**3.4 Building Location.** Except as specifically provided below in the case of one lot owner holding title to more than one contiguous lot, no building of any kind shall be located closer than 125 feet to the front of any lot; and no building of any kind shall be located closer than 25 feet to the side of any lot. Provided, however, if one lot owner owns more than one contiguous lot, the common boundary line or lines between the contiguous lots may be eliminated, for the purpose of applying set-back limitations above. If construction takes place on contiguous lots such that common internal lot lines are disregarded, the contiguous lots will thereafter be treated as one lot for the purpose of prohibition on subdivision of lots as set forth in Section 3.5 below. Provided, further, the elimination of internal lot line between two contiguous lots owned by one lot owner must be approved by the ACC prior to construction.

**3.5 Subdivision of Lots; Use as Access.** None of the lots shall at any time be divided into as many as two (2) building sites and no building site shall be less than the area of the smallest lot platted in the block of which the building site is a part. NO

LOT, OR ANY PORTION THEREOF, MAY BE USED FOR THE PURPOSE OF PROVIDING ACCESS TO OTHER PROPERTY UNLESS SUCH USE IS APPROVED IN WRITING BY DECLARANT.

**3.6 Nuisances.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the neighborhood.

**3.7 Temporary Structures.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently, unless approved by the Architectural Control Committee.

**3.8 Signs.** No signs of any kind shall be displayed to the public view on any lot except a sign no larger than three (3) feet high and three (3) feet wide, advertising the property for sale, or signs used by a builder to advertise the property during the construction and sales period. All signs must be approved in advance by the Architectural Control Committee.

**3.9 Vehicle Storage.** No motorhomes, campers, camper-trailers, boats, boat trailers, animal trailers, or other recreational vehicles, and no trucks exceeding  $\frac{3}{4}$  ton, shall be kept or stored on any part of any of said lots except (i) within an enclosed garage or (ii) at a location on the lot which shall be so placed and screened, and kept, so as not to be visible from any street or lot within the subdivision or adjacent to the subdivision. Any fencing or screening for such vehicles shall require the prior approval of the Architectural Control Committee.

**3.10 Headwalls.** Any other provision contained herein notwithstanding; any headwall placed on any of said lots shall be constructed of materials consistent with construction of other improvements on the lot and shall be subject to approval of the Architectural Control Committee.

**3.11 Clothes Lines.** No clothes lines, drying yards or any other similar structures for the purpose of drying laundry, clothing or other similar items shall be placed or maintained on any lot.

**3.12 Satellite Dishes.** No satellite dishes, outside antennae or other similar structures designed for the reception of television or radio signals shall be placed on any lot, unless same shall be so placed and screened, and kept, so as not be visible from any street or the residence located on any lot within the Subdivision. Any fencing or screening for such antennae shall require the prior approval of the Architectural Control Committee.

**3.13 Mailboxes, Newspaper Receptables, etc.** Mailboxes, newspaper receptacles and similar facilities will be part of a theme concept and will be selected from choices approved by the Architectural Control Committee, unless, by mandate of the United States Postal Service a cluster mailbox is required. If such cluster mailbox is required, it will be furnished by the Declarant.

**3.14 Street Lighting.** Street lighting will be furnished by the City of Perry in a manner negotiated by the Architectural Control Committee. No lot owner shall provide any additional street lighting.

**3.15 Holiday Lights.** Holiday lights may not be placed on the outside of the house before Thanksgiving of a year and must be removed by January 15<sup>th</sup> of each year.

**3.16 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 excavation 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.

**3.17 Pets.** No hogs, goats, sheep, cattle, or other non-household pets may be kept on The Properties. No pets shall be kept on any lot for commercial purposes or in any manner as creates a nuisance or disturbance to the other lot owners, or violates any law, ordinance or regulation of the State of Georgia, Peach County, the City of Perry, or other applicable regulatory or governmental agency. All dogs must be fenced or kept on a leash at all times.

**Horses and Chickens.** Free ranging chickens are strictly prohibited on the Phase 2 Properties. The Owners of Interior Lots shall not be allowed to have horses or poultry of any kind on their property. Subject to Architectural Control Committee approval, the Owners of Exterior Lots are permitted to have horses in the rear one-third (1/3) portion of their Exterior Lots provided the Architectural Control Committee approves in writing specific plans for a horse stall or small barn facility including: location; structure type; height; size; set-back from rear line and side lines; exterior wall material and color; roof material, color and pitch; fence type, size and location of fence; water drainage system; and waste disposal plan. Subject to Architectural Control Committee approval, Owners of Exterior Lots are permitted to have a chicken coop with penned, non-rooster chickens provided the coop and any small run facility are kept on the rear one-third (1/3) portion of their Exterior Lots and provided the Architectural Control Committee approves in writing specific plans for a chicken coop and any small run facility including: location; structure type; height; size; set-back from rear line and side lines; exterior wall material and color; roof material, color and pitch; fence type, size and location of fence; water drainage system; and waste disposal plan. Any facilities on the Exterior Lots regarding maintaining

horses or non-rooster chickens must comply with all applicable State, County, and Municipal Rules and Regulations.

**3.18 Garbage and Refuse Disposal.** No lot shall be used or maintained as dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed at a location on the lot which shall be so placed and screened, and kept, so as not to be visible from any street within the subdivision or adjacent to the subdivision, at any time, except at the times when refuse collections are being made. Any fencing or screening required for said receptacle shall be approved by the Architectural Control Committee.

**3.19 Sewage Disposal.** No individual sewage-disposal system shall be permitted on any lot unless such system is designated, located and constructed in accordance with the requirements, standards and recommendations of the Georgia Department of Public Health. Approval of such systems as installed shall be obtained from such authority or other applicable governmental agency having jurisdiction.

**3.20 Sight and Distance at Intersections.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the intersecting street property lines and a line connecting the intersecting street property lines at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

**3.21 Landscaping.** The builder, contractor, or owner of each residential lot shall certify to the Architectural Control Committee at the completion of the residence erected on each said lot that said builder, contractor, and/or owner have expended not less than \$10,000.00 to purchase and plant ornamental plants, trees and shrubs (exclusive of grading, topsoil, seed, sod, fertilizer and other landscaping). Said costs is to be based on the costs prevailing at the time of the execution of these Covenants. The Architectural Control Committee may in its sole discretion require such builder, contractor or owner to submit paid receipts evidencing such expenditure. Within the earlier of (i) twelve (12) months from commencement of construction on a dwelling, or (ii) three (3) months after occupancy of a dwelling, front and side yards of lots must be landscaped in accordance with a landscape design submitted for approval of the Architectural Control Committee.

**3.22 Diligence.** The residence to be constructed on each lot in the subdivision shall be completed in a good and workmanlike manner and shall be completed within twelve (12) months after the beginning of the framing of such construction. No improvements which have been partially or totally destroyed by fire or other catastrophe shall be allowed to remain on any lot in the subdivision for more than three (3) months after such destruction or damage.

**3.23 Clearing and Maintenance of Purchased Lots.** Within six (6) months from the purchase of a lot, a lot owner shall commence clearing the lot of all briars, brambles, vines, privet, dead or dying trees and trees less than three (3) inches DBH except for trees marked with a spot or ring of blue paint designating the tree will be saved for future growth. Failure to commence such clearing within six (6) months from purchase or complete such clearing within nine (9) months of such purchase shall constitute authority for the Architectural Control Committee to hire contractors to commence such clearing, including elimination of all trees less than three (3) inches DBH. In the event such clearing is authorized by the Architectural Control Committee, the cost of such clearing shall constitute a personal liability of the lot owner and result in a maintenance assessment and lien as provided in Section outlined below.

**3.23 Variances.** The restrictions set out in this Instrument may be altered, varied, or waived on an individual lot basis upon compliance with the following regulations and procedures, to-wit:

a. Any owner of any lot in said section desirous of securing a waiver or variance of a restriction created in this Declaration shall request the same in writing and shall deliver said petition to any member of the Architectural Control Committee hereinbefore named.

b. If the Architectural Control Committee, in the exercise of its sole discretion, approved of said variance, it shall notify the petitioner of the same in writing;

c. The written approval of any requested alteration or variance by the Architectural Control Committee shall constitute absolute wavier of and shall otherwise void the restriction in the manner stated in writing by the Architectural Control Committee in the document approving the requested variance, all or in part;

d. The waiver of any restrictions contained on any petitioned lot pursuant to provisions of this section, or otherwise, shall not constitute a waiver of said restriction on any other lot; and,

e. Unless the written approval as outlined herein is secured, the restrictions contained in this Declaration shall be binding and of full force and effect. Provided, further that if the Architectural Control Committee fails to notify the petitioning

landowner of its approval within thirty (30) days of its receipt of the request, said request shall be deemed to have been denied.

ARTICLE IV

ADDITIONAL COVENANTS AND RESTRICTIONS RESPECTING LAKE LOTS

Article IV of the Original Covenants shall have no application to the Phase 2 Properties as no owner of any of the lots in The Farm Phase 2 shall have any rights to access or use the ponds in first phase of The Farm.

ARTICLE V

MAINTENANCE

The provisions of Article V of the Original Covenants are hereby restated with amendments and applied to and shall be binding upon The Properties:

5.1 **Duty of Maintenance.** Owners and occupants (including Lessees) of any part of The Properties shall jointly and severally have the duty and responsibility, at their sole cost and expense, to maintain each of the portions of the Properties owned or occupied by them including buildings, improvements and grounds in connection therewith, in a well maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to the following:

- a. Prompt removal of all litter, trash, refuse, non-permitted vehicles and wastes;
- b. Lawn mowing;
- c. Tree and shrub pruning;
- d. Keeping lawn and garden areas alive, free of weeds, and attractive;
- e. Watering;
- f. Keeping parking areas, driveways, and roads in good repair;
- g. Complying with all government health and police requirements;
- h. Repainting of improvements;
- i. Repair of exterior damages to improvements; and

j. Compliance with the street lighting requirements under Section 3.14 of Article III hereof.

**5.2 Enforcement.** If, in the opinion of the Architectural Control Committee, any such Owner (or occupant, including lessee) has failed in any of the duties or responsibilities identified in section 5.1 above, then the Committee may give the Owner written notice of such failure and such Owner must, within ten (10) days after receiving such notice, perform the maintenance duty or responsibility required. Should any Owner fail to fulfill this duty and responsibility within such period, then the Committee, acting through its authorized agent or agents, or the Declarant, shall have the right and power (but not the obligation) to enter onto the premises and perform such maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person. The Owner(s) of the Lot(s) on which such work is performed shall be liable (jointly and severally) for the costs incurred by the Committee or Declarant in performing such duties and responsibilities regarding such Owner's Lot(s), and shall promptly reimburse the Committee or Declarant for such cost. If such owner or occupant shall fail to reimburse the Committee within thirty (30) days after the receipt of a statement for such work from the Committee or Declarant, then the indebtedness shall be a personal obligation of such Owner, and shall constitute a lien under Article VI, *infra*, against the Lot or Lots on which said maintenance was performed. Any lot owner shall also pay the reasonable attorneys' fees and costs incurred by the Architectural Control Committee in any litigation seeking enforcement of the Declaration, unless the Architectural Control Committee does not succeed in enforcing any of the Enforcement Claims asserted in the litigation.

## ARTICLE VI

### ASSESSMENTS

The provisions of Article VI of the Original Covenants are hereby restated with amendments and applied to and shall be binding upon The Properties:

**6.1 Covenant for Assessments.** The Declarant for each Developed Lot owned by it within the Subdivision, hereby covenants, and each subsequent Owner of any such Developed Lot, by acceptance of a deed transfer, whether or not it shall be so expressed in any such deed or other instrument of conveyance, shall be deemed to covenant to pay to the Architectural Control Committee the following general and special assessments, to-wit:

**6.1.1 General Assessment.** Each Owner of the Collective Properties shall be assessed a prorated portion of the actual costs incurred for maintenance, repair, replacement and operation of the following (including without limitation thereto the cost of

utilities, third-party contracts for maintenance, repair or replacement: (i) Subdivision entrances including, but without limitation thereto, shrubbery, signage, fences, gates, gatehouses, walls, irrigation systems, security devices, and other similar improvements enhancing the entrances to the Subdivision which are not maintained by any governmental authority or agency. (ii) the walking trails and bridal paths within the Collective Properties over which each Owner has an access easement pursuant to Section 1.3b *supra*; and (iii) streets, sidewalks and pedestrian walking/jogging areas located within the rights-of-way of the public streets with the Subdivision to the extent that same are not maintained by any governmental authority or agency. Provided, however, such maintenance assessments shall not exceed the schedule set forth on Exhibit "B" attached hereto. For the years 2020 through 2024, the annual assessment for the Declarant shall not exceed \$1200.00, regardless of the number of lots owned by the Declarant at the time of assessment.

6.1.2 All Lots Maintenance Assessment. The cost incurred by Declarant or the Architectural Control Committee in the performance of maintenance of an owner's lot pursuant to Article V above.

6.2 **Purpose of General Assessments**. The assessments levied and collected by the Architectural Control Committee pursuant to this Section 6.1.1 of this Article shall be used exclusively for the purpose of promoting the comfort, health, safety and welfare of the Owners of Lots in the Collective Properties.

6.3 **Assessment Procedure**. For each calendar year commencing January 1, 2020, the Architectural Control Committee shall estimate and prepare a budget for the ensuing calendar year for the total of all expenses which may reasonably be expected to be incurred for any and all purposes for which assessments may be made pursuant to this Article. The total amount required to meet such budget less any assessment to be paid by the Declarant as set forth in 6.1.1 above shall be divided by the number of Developed Lots in the Collective Properties, and the quotient so determined shall be the assessment for each Lot ("Lot Assessment Amount") for the ensuing calendar year. Written notice of the Lot Assessment Amount shall be given to each Owner, who shall be responsible for the payment of an amount equivalent to the Lot Assessment Amount multiplied by the number of Lots owned by such Owner on the first calendar day of the calendar year for which such assessment is due.

6.3.1 Owners Right to Dispute Assessment. The Owners of a majority of the Developed Lots within the Collective Properties (ownership being determined as of the first calendar year for which such assessment is made, each such Owner being hereinafter referred to as a "Record Owner") may, at any time within thirty days of the date the notice of assessment is given by the Architectural Control Committee, notify the Committee that they dispute the amount of such assessment. Upon receipt of such notice



of the Owner's dispute as to the amount of the assessment, the Committee shall call a meeting of all the Owners of the Collective Properties mailing written notice to each Record Owner by United States First Class Mail, addressed to each Record Owner at the mailing address of such Owner's residence if maintained within the Collective Properties, or if no residence is then maintained by the Owner within the Collective Properties, at the mailing address of such Owner according to the record of the Tax Commissioner of the county in which the Properties are located. Notice of such called meeting shall be given to each Record Owner at least ten (10) days prior to such meeting, and such meeting shall be held not later than thirty (30) days following the date of mailing of such notice. At the meeting, the Architectural Control Committee or its representative shall present to the Owners present the basis on which the proposed, disputed assessment was made, and the Record Owners present at such meeting shall vote to approve or disapprove of the assessment. A majority vote of the Record Owners present and voting shall be sufficient to approve the proposed assessment, but the vote of at least 75% of the Record Owners present and voting shall be required to disapprove thereof. If the assessment is approved, then it shall be binding and enforceable against each Owner. If the assessment is disapproved, the parties shall resolve the issue in the manner set forth in the following paragraph.

6.3.2 Dispute Resolution. If the assessment proposed by the Architectural Control Committee is disapproved, the Lot Assessment Amount for the ensuing calendar year shall be determined by the following process: The Architectural Control Committee and the Record Owners of the Collective Properties (by majority vote of the Record Owners present and voting) shall each select a representative, and the two (2) representatives so chosen shall then select a third representative. The three (3) representatives so chosen (hereinafter referred to as the "Arbitration Committee") shall then agree upon a reasonable process for determining the amount of the assessment for the ensuing calendar year, and shall employ such process to prepare a budget for the ensuing calendar year for the total of all expenses which may reasonably be expected to be incurred for any and all purposes for which assessments may be made pursuant to this Article. The total amount required to meet such budget, less any assessment to be paid by the Declarant as set forth in 6.1.1 above, plus any costs and expenses reasonably incurred by the Arbitration Committee in arriving at such budget (including the reasonable fees of accountants, consultants and other professionals consulted by the Arbitration Committee) shall be divided by the number of Developed Lots of the Collective Properties (see Section 6.3 above), and the quotient so determined shall be the Lot Assessment Amount for the ensuing calendar year. The amount determined by the Arbitration Committee shall be binding upon the Architectural Control Committee, the Owners, the Declarant, and their respective successors and assigns.

**6.4 Due Date of Assessments.** The Lot Assessment Amount for each Lot shall be payable on or before March 15 of the calendar year for which it is assessed. Any assessment, or portion thereof, not paid when due shall be delinquent. If the same is not paid within five (5) days after the due date, then a late charge equal to ten percent (10%) of the amount thereof or \$25.00, whichever is greater, shall also be due and payable to the Association. Any assessment or portion thereof not paid when due shall bear interest from the date of delinquency until paid at the maximum legal rate applicable to judgments in the State of Georgia.

**6.5 Creation of the Lien and Owner's Personal Obligation for Assessments.** Each Owner of any Lot, by acceptance of a deed or other conveyance therefor, whether or not it shall be so expressed in any such deed or other conveyance, covenants and agrees to pay the assessments which shall be fixed, established and collected from time to time as herein provided. Such assessments, together with such interest thereon, late payment charge, and costs of collection thereof as herein provided, shall be a charge on and a continuing lien upon the Lot against which each such assessments is made. Such lien shall be perfected by filing of record in the office of the Clerk of Superior Court of the County in which the Lot is located a claim of lien at any time after the assessment, or portion thereof, becomes delinquent. The claim of lien shall be substantially in the same manner and form as is applicable to claims of liens for labor, materials, or services provided in the improvement of real property under Title 44 of the Official Code of Georgia. Such a claim of lien shall also secure all assessments, or portions thereof, which come due thereafter until the claim of lien is cancelled of record. Also, each Owner shall be personally liable for the portion of any assessment coming due while he is the Owner of a Lot, and his grantee shall be jointly and severally liable for such any assessment imposed but unpaid at the time of conveyance, but without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor. Provided, however, any person who becomes the Owner of a Lot as purchaser at a judicial or foreclosure sale conducted with respect to an Institutional Mortgage, or pursuant to any proceeding in lieu of the foreclosure of such mortgage, shall be liable only for assessments coming due after the date such person so acquires title to the Lot.

**6.6 Remedies for Nonpayment of Assessments.** The Declarant or Architectural Control Committee may suspend any voting rights of the Owner during the period in which any assessment payable by such Owner, or portion thereof, remains unpaid and may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against such Owner's Lot, in which event late charges, interest, costs and attorney's fees in an amount equal to the greater of \$500.00 or fifteen percent (15%) of the past due amount plus interest due thereon, may be added to the amount of such assessment or portion thereof which is past due. All payments on account shall be applied first to late charges, then interest, then attorney's fees, and then to the

assessment lien first due. Each Owner, by his acceptance of a deed or other conveyance to a Lot, vests in the Declarant and/or Architectural Control Committee the right and power to bring all actions against him personally for the collection of such charges as a debt and to foreclose the aforesaid lien against his Lot in the same manner as other liens for the improvement of real property. Any legal action brought by the Declarant or Architectural Control Committee to enforce such lien against such Lot shall be commenced within one (1) year from the time the assessment became due. Failure to bring such an action within such time shall cause the lien to be extinguished as to such assessment, or portion thereof, more than one (1) year past due, but shall not bar an action against the Owner(s) obligated to pay the same in accordance with the provisions hereof. The Declarant or Architectural Control Committee shall have the power to bid in the Lot at any judicial or foreclosure sale and to acquire, hold, lease, encumber and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his Lot.

**6.7 Exemptions.** The assessments provided for herein shall not be applicable to any sale of a lot, tract or parcel of the Subdivision made by a mortgagee who has financed the acquisition of, or improvements to, the subject Lot(s), whether such sale is made by the mortgagee in exercise of its rights under the foreclosure provisions of its security deed or is made by the mortgagee who has acquired the property as a result of such exercise of its foreclosure rights in order to dispose of the property subsequent to foreclosure.

## ARTICLE VII

### MISCELLANEOUS PROVISIONS

The provisions of Article VII of the Original Covenants are hereby restated with amendments and applied to and shall be binding upon The Properties:

**7.1 Duration: Automatic Renewal.** This Declaration and the covenants, restrictions and provisions set out herein shall run with and bind the land, and shall insure to the benefit of and be enforceable by the Committee and every owner of any part of The Properties, including Declarant, and their respective legal representative, heirs, successors, and assigns, for a term beginning on the date this Declaration is recorded, and continuing through and including the twenty (20) year anniversary of such recording date, after which time and covenants shall be automatically extended for successive periods of five (5) years unless a change (the word "change" including additions, deletions or modifications thereto, in whole or in part) is approved by a majority of the owners of the total number of lots then subject to this Declaration voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all such

owners at least thirty (30) days in advance and shall set forth the purpose of such meeting; PROVIDED, HOWEVER, that no such change shall be effective until one (1) year following the vote referred to above, nor shall any such change be effective prior to the recording of a certified copy of such resolution on the Deed Records of Peach County, Georgia.

**7.2 Amendments.** This Declaration may be amended during the first twenty (20) year period by an instrument adopting such amendment signed by the record title owners of at least ninety percent (90%) of all of the lots comprising the Collective Properties, and thereafter by an instrument signed by the record title owners of at least seventy-five percent (75%) of all of the lots comprising the Collective Properties.

**7.3 Notice.** "Notice" for the purposes of this Declaration shall be deemed to have been given when deposited with the United States Postal Service for mailing by First Class Mail, with adequate postage thereon to assure delivery, addressed to the Owner entitled to receive such notice, at such Owner's mailing address as reflected on the most recent tax digest published by the County in which the Properties are located, unless such owner has given written notice to the Architectural Control Committee of a different address, in which event such notice shall be sent to the Owner at the address so designated. The receipt of the Post Service for such mailing will be deemed sufficient proof of mailing, and such Notice shall be deemed to have been delivered on the third (3<sup>rd</sup>) business day following its mailing.

**7.4 Enforcement.** The Declarant and/or the Architectural Control Committee shall have the right (but not the duty) to enforce any of the covenants and restrictions set out in any Declaration hereinafter filed by Declarant or any subsequent owner. Enforcement of the covenants and restrictions shall be by any proceeding at law or in equity against any persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land, to enforce any lien created by these covenants and failure by the Declarant, the Committee, or any owner to enforce any such covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter.

If the Declarant and/or Architectural Control Committee hires legal counsel to enforce any of the foregoing covenants, conditions, reservations or restrictions, all costs incurred in the enforcement, including reasonable attorney's fees, shall be paid by the Owner or Owners of the Lot(s) and the Declarant and/or Architectural Control Committee shall have a lien upon the Lot(s) to secure payment of all such accounts.

**7.5 Restriction on Use of Walking Trail and Bridal Path Easement.** No motor bikes, motorcycles, all terrain vehicles or any other motorized vehicles shall be used, operated, or stored on any Walking Trails or Bridal Path Easements located on the

Properties, except as follows: (i) a Lot Owner or a member of a Lot Owner's immediate family may operate an electric powered, four wheel golf cart on the Walking Trail or Bridal Path; such electric golf cart must be of the kind and nature commercially available for purchase in the open market for use on golf courses; (ii) Persons performing maintenance on the Walking Trail or Bridal Paths as a result of a contract with the Declarant or the Architectural Control Committee may operate machinery and equipment as necessary for maintenance of the Bridal Paths and Walking Trails.

7.6 **No Obstruction of Walking Trails or Bridal Paths.** No Lot Owner or other person may place any fences or obstructions within any of the Walking Trails or Bridal Paths. The Architectural Control Committee may place or approve placement of benches, picnic tables, exercise equipment, horse jumps, or other amenities within the Walking Trails or Bridal Paths.

7.7 **Severability of Provisions.** If any paragraph, section, sentence, clause or phase of the Declaration shall be or become illegal, null or void for any reason or shall be held by any court of competent jurisdiction to be illegal, null, or void, the remaining paragraphs, sections, sentences, clauses, or phases would have been and are imposed irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses or phrases shall become or be illegal, null or void.

7.8 **Titles.** The titles, headings, and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.

IN WITNESS WHEREOF, the undersigned Declarant has set its hand and affixed its seal to these presents as of the day and year first written above.

THE MINOR COMPANY, INC.

By: 

WILIAM CLAY SMITH, President

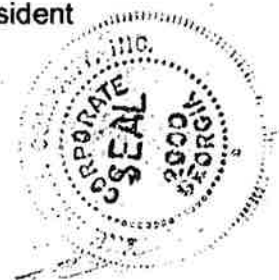
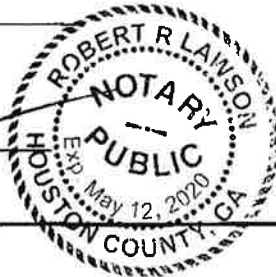
Signed, sealed and delivered in the Presence of:

Kelly Morris

Unofficial Witness



Notary Public



BOOK 608 PAGE 914

JLP PROPERTIES, INC.

By: *Jimmy L. Paul*, President  
JIMMY L. PAUL, President

Signed, sealed and delivered in the Presence of:

*Leah Henry*  
Unofficial Witness  
*Leah Henry*  
My commission expires 4/25/23  
Notary Public



TPS PROPERTIES, INC.

By: *Toni P. Smith*  
TONI P. SMITH, President

Signed, sealed and delivered in the Presence of:

*Kelly Moran*  
Unofficial Witness  
*Robert R. Lawson*  
Notary Public



BOOK 608 PAGE 915  
EXHIBIT "A"

Description of the Properties

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All that tract or parcel of land lying and being in Land Lot 25 of the Ninth (9<sup>th</sup>) Land District of Peach County, Georgia, being more particularly described as lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, and 25 as shown on a Plat of Survey titled "THE FARM PHASE 2", dated July 23, 2019, prepared by Marty A. McLeod, Georgia Registered Land Surveyor No. 2991, a copy of which is recorded in Plat Book 29, Page 11, Clerk's Office, Peach County Superior Court.

BOOK 608 PAGE 916  
EXHIBIT "B"

Schedule for Determining Maximum Maintenance

Cost For Each Developed Lot Pursuant to Section 6.1

Maintenance Costs commencing with calendar year 2019 shall be paid by each owner of a Developed Lot as set out in Section 6.1. Maintenance Cost paid respecting each Developed Lot will be computed in the manner set forth in Section 6.1; provided, however, Maintenance Costs shall not exceed Three Hundred and No/100 Dollars (\$300.00) per year for each Developed Lot for calendar year 2019. After calendar year 2019, Maintenance Costs shall not exceed \$300.00 per year, adjusted for inflation on the basis of the Consumer Price Index – All Urban Consumers (Southern Region) using 2019 as the base year for adjustment.

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