

J & R PROPERTIES & INVESTMENTS, LLC PROTECTIVE COVENANTS
for CARPENTER CROSSINGS SUBDIVISION
OF LAND LOT 261, 6TH LAND DISTRICT
TIFT COUNTY, GEORGIA
(LOTS)

STATE OF GEORGIA
COUNTY OF TIFT

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THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, made and published this 21st day of October, 2005 by J & R Properties & Investments, LLC ("J & R"), a limited liability company organized under the laws of the State of Georgia, with its principal office and place of business in Tifton, Tift County, Georgia, (hereinafter "J&R").

WITNESSETH

WHEREAS, J & R owns lots 1-52 of the Carpenter Crossings Subdivision, as said lots are depicted on that certain plat of survey entitled Topographic Survey for Carpenter Crossings-Subdivision dated 10/22/03 and recorded in Plat Book ____, Page ____ Tift County records; and

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

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

1. **LAND USE AND BUILDING TYPE.** No lot shall be utilized for any purpose except residential purposes. No building shall be constructed, erected, placed, altered, or permitted to remain on any lot other than one detached single-family dwelling not in excess of two and one-half stories in height (exclusive of any basement); a private residence garage for motor vehicles, and such residential accessory buildings as may be approved by the Architectural Control Committee. No garage or permitted accessory building shall be constructed, erected, placed, altered, or permitted to remain upon any lot which is not constructed of the same materials as the dwelling located upon said lot unless prior approval is obtained from the Architectural Control Committee ("Committee").
2. **ARCHITECTURAL CONTROL.** No building, fence, wall or other structure of any nature shall be constructed, erected, placed, altered, or permitted to remain on any lot until the construction plans and specifications and a plan showing the location of the proposed structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, as to harmony of external design with existing structures, and as to location including relationship with topography and finish grade elevation.
3. **A DWELLING COST, QUALITY, SIZE AND DESIGN.** All main dwellings shall have a floor area of at least 1450 square feet, exclusive of open porches and garages. If the structure is to be two-story, the bottom floor shall not be less than 900 square feet. Any garage that opens to the street shall be required to have a garage door. No metal roofs will be allowed unless specifically approved by the Architectural Committee, and all roofs shall have a minimum roof pitch of 6/12. A minimum of eighteen inches (18") of foundation wall will be required above the finish grade of lot. All plans must meet the approval of the Architectural Control Committee, and all structures must be constructed of materials approved by the Committee.

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No residence shall be used as rental property unless prior written approval is granted by the Committee.

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4. **BUILDING LOCATION.** No building or structure of any kind shall be constructed or placed on any lot outside of the "set back lines" which are as follows: fifty-five (55) feet from the to the street centerline; fifteen (15) feet from any side lot line; and fifty (50) feet from the back lot line.
5. **A. STRUCTURE LOCATION.** No fence, wall, swimming pool, or other structure of any nature shall be constructed, erected, placed, or permitted to remain on any lot nearer to any street or lot line than the minimum setback lines established for said property unless approved by the Architectural Control Committee.

B. Above ground pools are permitted only if the backyard is enclosed by privacy fence, which prevents the pool from being seen by adjoining properties. All above ground pools and fences must meet the approval of the Committee.
6. **DIVISION OF LOTS.** No lot shall be divided or other structure partitioned with out the prior written approval of the Architectural Control Committee.
7. **ROADS AND STREETS.** No portion of any lot shall be utilized at any time by any person or entity as a road, street, or other thoroughfare or otherwise for any purpose of ingress and egress to or from other property without the prior written consent of the Architectural Control Committee.
8. **DURATION OF CONSTRUCTION.** Upon commencement of construction of any structure upon any lot, the owner of said lot shall not allow construction work to proceed in any manner other than diligently or allow such construction to be completed either than within a reasonable time, nor shall any such lot owner allow any such construction to remain incomplete for more than 6 months from commencement thereof. As used herein the term "construction" shall include preparation of grounds and landscaping. During construction the owner shall not allow the premises to become or remain unsightly or littered.
9. **DRIVEWAYS.** Upon completion of construction of the main dwelling, a permanent concrete driveway must be installed having a minimum width of eighteen (18) feet from garage to street. Any drives less than eighteen feet in width must meet the approval of the Committee.
10. **EASEMENT.** Easements for installation and maintenance of utilities and drainage are reserved as required.
11. **NUISANCES.** No noxious or offensive activity shall be permitted on any lot, nor shall anything be done thereon which may be or may become a nuisance to the owners of adjacent property in the said subdivision. No substance or material shall be kept or maintained on any lot which would emit foul or obnoxious odors.
12. **TEMPORARY STRUCTURES.** No structures of a temporary character, including but not limited to, trailers, tents, sheds, garages, barns or other outbuildings, shall be used on any lot at any time as a residence either on a temporary or permanent basis. Utility trailers and boats must be stored or parked in the rear of the main dwelling inside of a privacy fence.
13. **SIGNS.** No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale; or signs used by:
 1. A builder to advertise the property during the construction period or;
 2. A real estate broker during the period of time the property is for sale.
14. **OIL AND MINING OPERATIONS.** No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
15. **ANIMALS.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept in a reasonable number provided that they are not kept, bred or maintained for any commercial purposes and that there are not more than two pets per member of each household, unless approved in writing by the Committee. No pet shall be allowed or permitted to become a nuisance to the owner of any other lot in the subdivision.
16. **GARBAGE AND REFUSE DISPOSAL.** No part of any lot shall be used or maintained in whole or in part as a storage area or dumping ground for rubbish or anything of that character which would

not be kept upon a lot except in a garbage can or other sanitary container. All equipment for the storage or disposal of such material shall be kept in a neat, clean, and sanitary condition and out of sight from the roadways.

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17. **COMMERCIAL AND NON-OPERABLE VEHICLES.** No commercial vehicle, construction equipment, or any non-operable vehicle of any type shall be permitted on any lot unless kept in a completely enclosed garage and approved in advance in writing by the Architectural Control Committee.
18. **LAWN MAINTENANCE.** No weeds, underbrush, or other unsightly growth shall be allowed or permitted to grow or remain upon any portion of a lot, and no lawn shall be allowed or permitted to become overgrown or un-kept. Should the owner of any lot fail to comply with the provisions of this paragraph, then following written notice with respect thereto and failure to correct such failure on the part of the owner, either J & R or the Architectural Control Committee shall have the right to cause such growth to be cut, to charge the owner for such lot with the cost thereof, and to collect such cost from such owner.
19. **MAINTENANCE OF STRUCTURES.** Buildings and other structures constructed on any lot shall be maintained in essentially the same state as initial construction, and no finished building or other structure shall be allowed or permitted to become or remain in need of repair or maintenance.
20. **WATER SYSTEMS.** No individual wells or water supply system shall be permitted.
21. **SEWAGE DISPOSAL.** No individual sewage disposal system shall be permitted on any lot.
22. **SIGHT DISTANCE AND INTERSECTIONS.** No fence, wall, hedge or tree shall be placed or permitted to remain upon any lot, which may obstruct sight lines at intersections.
23. **ARCHITECTURAL CONTROL COMMITTEE.**
- (a) **MEMBERSHIP.** The Architectural Control Committee initially shall be composed of Jason Hendricks and Roy Jackson, Jr., all residents of Tift County, Georgia. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. Upon the sale of all of the lots to permanent residents, excluding builders and investors, the lot owners of record shall become the Committee, and shall enforce the covenants herein. Upon transfer to the lot owners, At any time, the then recorded owners of a majority of the lots shall have power through a duly recorded written instrument to change membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.
- (b) **PROCEDURES.** The committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the committee, or its designated representative fails to approve or disapprove a request within 60 days, approval will not be required, and the related covenants shall be deemed to have been fully complied with.
24. **TERM.** The covenants are to run with land and shall be binding on all parties and all persons claiming under them for a period of thirty-five (35) years from the date of this instrument after which time this instrument shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change the provision hereof in whole or in part or to terminate this instrument and its effectiveness.
25. **SEVERABILITY.** Invalidation of any one of the provisions hereof by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
26. **AMENDMENT.** J & R, for and on behalf of itself and its successor and assigns, reserves unto itself the right to amend these covenants, conditions, and restrictions from time to time by execution of appropriate documents relative thereto provided the same is agreed to by all other persons or entities then owning any portion of the land to which these covenants, conditions, and restrictions are applicable.
27. **UTILITIES RESTRICTION.** All residents of Carpenter Crossings Subdivision are required to use

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

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I & R Properties & Investments, LLC

Signed, sealed and delivered
in the presence of

By: Jason Hendricks
Jason Hendricks, Partner

Patsy Milow By: Roy Jackson, Jr.
Witness Roy Jackson, Jr., Partner

Ellie Hancock
Notary Public
My commission expires: _____
ELLIE HANCOCK, JR.
Notary Public, 7th County, Georgia
My Commission Expires March 7, 2009

HODON & CO
Attorneys at Law
P.O. Box
Tifton, Georgia
31794-3827