

Plat May 9, 96. May 9, 96.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SAY-HI RIDGE SUBDIVISION
OF LAND LOT 337 OF THE 6TH LAND DISTRICT
TIFT COUNTY, GEORGIA

STATE OF GEORGIA
COUNTY OF TIFT

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS,
made and published this 18th day of March 1996, by GREEN INDUSTRIES, INC. of Tift
County, Georgia, [hereinafter "Owner"].

WITNESSETH:

WHEREAS, Owner is the owner of the following described property:

TRACT 1: Lots 17, 18, 19, 20 of Block A and Lots 1, 2, and 3 in Block B as shown on
that certain plat of survey entitled "Plat of Say-Hi Ridge Subdivision", dated January 30, 1996, and
recorded in Deed Book 29, page 43, of Tift County, Georgia records.

TRACT 2: Lots 7 through 16 of Block A and Lots 4 through 14 of Block B as shown on
that certain plat of survey entitled "Plat of Say-Hi Ridge Subdivision", dated January 30, 1996, and
recorded in Deed Book 29, page 43, of Tift County, Georgia records.

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

NOW THEREFORE, for and in consideration of the premises and of the benefits to be
derived by Owner and each and every subsequent owner of any of the said lots, Owner 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, or any of them, hereafter; with these covenants,
conditions and restrictions becoming effective immediately under and through Owner and being
effective 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:

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GREEN INDUSTRIES, INC.
TIFT COUNTY, GEORGIA

1. LAND USE AND BUILDING TYPE. No lot shall be utilized for any purpose except residential purposes. No building or dwelling unit of any nature 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] or a private residence garage for motor vehicles if desired or any such residential accessory buildings as may be desired.

As utilized herein the word "dwelling" shall mean any building, structure or unit utilized for, or designed to be utilized for, residential dwelling purposes.

2. ARCHITECTURAL CONTROL. No building, dwelling unit, fence, wall or other structure of any nature shall be constructed, located, 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 upon the lot 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. DWELLING SIZE. No dwelling shall be permitted on any lot in TRACT 1 which has less than 1,500 square feet of floor area per dwelling unit. No dwelling shall be permitted on any lot in TRACT 2 which has less than 1,300 square feet of floor area per dwelling unit. The gross floor area shall be defined as the total number of square feet of floor area in a building determined by horizontal measurement between the exterior faces of walls, excluding basement areas, attics, porches, carports, and garages.

4. LOT AREA. No dwelling or manufactured home shall be erected, placed, located or allowed upon any lot having an area of less than 20,000 square feet.

5. DIVISION OF LOTS. No lot shall be resubdivided without the prior written approval of the Architectural Control Committee.

6. DURATION OF CONSTRUCTION FOR SITE BUILT STRUCTURES. Upon commencement of construction of any structure or improvement upon any lot, the owner of said lot shall cause construction work to proceed in a diligent manner so that construction work can be completed within a reasonable time. No lot owner shall allow or permit any construction to remain incomplete, after once commenced, for longer than one hundred eighty (180) days.

7. ANIMALS. No animals, livestock, poultry or fowl 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. No animal shall be allowed or permitted to become a nuisance to the owner or occupants of any other lot in the subdivision. For purpose hereof the keeping of more than two (2) dogs shall be conclusively deemed to constitute a nuisance.

8. NON-OPERABLE VEHICLES. No non-operable vehicle of any type shall be permitted on any lot unless kept in completely enclosed garage and approved in advance in writing by the Architectural Control Committee.

9. ARCHITECTURAL CONTROL COMMITTEE.

(a) **MEMBERSHIP.** The Architectural Control Committee is composed of Glenn Green, Dane Green and Kevin Green. 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. At any time, the then record owners of a majority of the lots shall have the 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) **PROCEDURE.** The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representatives fails to approve or disapprove within 60 days to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

10. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty-five (35) years from the date of this instrument after which time this instrument shall be automatically extended for successive periods of (20) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change the provisions hereof in whole or in part or to terminate this instrument and its effectiveness.

11. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any provisions hereof either to restrain violation or to recover damages.

12. 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.

13. AMENDMENT. Owner, for and on behalf of it and its successors and assigns, reserves unto itself the right to amend these covenants, conditions, and restrictions from time to time by execution of appropriate documents relative thereto provided the same is concurred in and agreed to by all other persons or entities then owning a majority of lots of the land to which these covenants, conditions and restrictions are applicable. No amendment shall lessen those restrictions regarding the dwelling size and lot area as presently set forth hereinabove.

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

Sworn to and subscribed before me this 18th day of March 1996.

[Signature]
Michelle Smith

NOTARY PUBLIC
GEORGIA, TIFT COUNTY
My Commission Expires: 3/18/96
Notary Execution Expires: 3/18/96

GREEN INDUSTRIES, INC.

By: [Signature]
President

[Signature]
Secretary

[Notary Seal]

[SEAL]

"OWNER"

STATE OF GEORGIA, TIFT COUNTY
CLERK'S OFFICE, SUPERIOR COURT
This is 4 day of May 1996
at 4:01 o'clock PM
day of May 1996
Filed Book 0916 Page 44
[Signature] Clerk

AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SAY-HI RIDGE SUBDIVISION
OF LAND LOT 337 OF THE 6TH LAND DISTRICT
TIFT COUNTY, GEORGIA

GEORGIA, TIFT COUNTY

WHEREAS, on March 18, 1996, GREEN INDUSTRIES, INC. executed a declaration of covenants, conditions and restrictions with respect to certain real property located in Tift County, Georgia;

WHEREAS, such document was recorded in Deed Book 596, page 44, in the Office of the Clerk of Tift Superior Court;

WHEREAS, said document provides for amendment of such covenants, conditions and restrictions by the then owning a majority of lots of the land of the property subject thereto by the execution of documentation thereof;

WHEREAS, all of the properties which are subject to said covenants, conditions and restrictions are owned by the majority of lots of the land of the property; and

WHEREAS, the undersigned desires to amend said covenants, conditions and restrictions as hereinafter provided:

NOW THEREFORE, for and in consideration of the premises and in accordance with the provisions of said document relative to amendment thereto, the aforesaid declaration of covenants, conditions and restrictions is hereby amended as follows:

- 1 -

Paragraph 13 of such covenants, conditions, and restrictions is amended by deleting this paragraph in its entirety:

So that the said paragraph 13, as amended shall be constituted as follows:

13. AMENDMENT, Owner, for and on behalf of it and its successors and assigns, reserves unto itself the right to amend these covenants, conditions, and restrictions from time to time by election of appropriate documents relative thereto. No amendment shall lessen these restrictions regarding the dwelling size and lot area as presently set forth hereinabove unless specifically approved by the Tift County Board of Commissioners.

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Except to the extent herein specifically amended, the said declaration of covenants, conditions and restrictions shall remain unaltered, unchanged and unmodified and of full force and effect.

IN WITNESS WHEREOF the undersigned has caused this instrument to be executed on this 10th day of October, 1996.

Signed, Sealed and Delivered
this 10th day of October, 1996.

GREEN INDUSTRIES, INC.

By: [Signature]
President

Attest: [Signature]
Secretary

Patricia A. Chambers
NOTARY PUBLIC
TIFT COUNTY, GEORGIA

PATRICIA A. CHAMBERS
Notary Public, Tift County, Georgia
My Comm. Expires 10/29/2000

STATE OF GEORGIA, TIFT COUNTY
SUPERIOR COURT
10 of Oct 1996
3:28
10
Day of October 1996
Deed Book 613 Page 135
Wes C. Pate Clerk

AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SAY-HI RIDGE SUBDIVISION
OF LAND LOT 337 OF THE 6TH LAND DISTRICT
TIFT COUNTY, GEORGIA

GEORGIA, TIFT COUNTY

WHEREAS, on May 20, 1996, GREEN INDUSTRIES, INC. executed a declaration of covenants, conditions and restrictions with respect to certain real property located in Tift County, Georgia;

WHEREAS, such document was recorded in Deed Book 610, page 152, in the Office of the Clerk of Tift Superior Court;

WHEREAS, said document provides for amendment of such covenants, conditions and restrictions by the then owning a majority of lots of the land of the property subject thereto by the execution of documentation thereof;

WHEREAS, all of the properties which are subject to said covenants, conditions and restrictions are owned by the majority of lots of the land of the property; and

WHEREAS, the undersigned desires to amend said covenants, conditions and restrictions as hereinafter provided:

NOW THEREFORE, for and in consideration of the premises and in accordance with the provisions of said document relative to amendment thereto, the aforesaid declaration of covenants, conditions and restrictions is hereby amended as follows:

- 1 -

Paragraph 10 of such covenants, conditions, and restrictions is amended by deleting this paragraph in its entirety:

So that the said paragraph 10, as amended shall be constituted as follows:

10. AMENDMENT, Owner, for and on behalf of it and its successors and assigns, reserves unto itself the right to amend these covenants, conditions, and restrictions from time to time by election of appropriate documents relative thereto. No amendment shall lessen those restrictions regarding the lot area as presently set forth hereinabove unless specifically approved by the Tift County Board of Commissioners.

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Except to the extent herein specifically amended, the said declaration of covenants, conditions and restrictions shall remain unaltered, unchanged and unmodified and of full force and effect.

IN WITNESS WHEREOF the undersigned has caused this instrument to be executed on this 10th day of October, 1996.

Signed, Sealed and Delivered
this 10th day of October, 1996.

GREEN INDUSTRIES, INC.

By: H. Kim Green
President

Attest: Rosa Green
Secretary

Patricio A. Chambers
NOTARY PUBLIC
TIFT COUNTY, GEORGIA

PATRICIA A. CHAMBERS
Notary Public, Tift County, Georgia
My Commission Expires March 28, 2000

STATE OF GEORGIA, TIFT COUNTY
CLERK OF SUPERIOR COURT
I, _____
do hereby certify that the foregoing is a true and correct copy of the original as the same appears from the records of the County Clerk's Office.
Witness my hand and the seal of the County Clerk's Office this _____ day of _____, 1996.

Clerk