

RECORDED 2-10-1986 John T. Lindsey, CSU

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
NORTH GATE LAKES SUBDIVISION
OF LAND LOT 198, 6th LAND DISTRICT
TIFT COUNTY, GEORGIA

VOL 0255 PAGE 116

[RECREATIONAL AREAS]

STATE OF GEORGIA,
COUNTY OF TIFT.

RECORDED
TIFT COUNTY
CLERK'S OFFICE
1986 FEB 10 PM 10
BY JOHN T. LINDSEY
CLERK

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made published this 30th day of January, 1986, by P B M INVESTMENTS, INC. corporation organized and existing under the laws of the State of Georgia, with its principal office and place of business in Tifton, Tift County, Georgia, [hereinafter "PBM"]

W I T N E S S E T H:

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

All those tracts or parcels of land situate, lying and being in the County of Tift, in the State of Georgia, being a part of Land Lot 198 in the 6th Land District of Tift County, Georgia, and being more particularly described as follows:

These areas designated as "Lake Sycamore", "Oak Lake" and "Lake Morris" and "Fawn Trail", as well as those certain areas designated as "Dam" all upon that certain plat of survey of North Gate Lakes Subdivision prepared by Hampton and Associates Surveying Company dated August 23, 1985, and revised January 17, 1986, and recorded in Plat Book 16, Page 245, Tift County, Georgia, records.

WHEREAS, it is to the interest, benefit and advantage of PBM and to each and every person who shall hereafter purchase any lot in the above described subdivision that certain covenants, conditions and restrictions governing and regulating the use and occupancy of the areas subject hereto 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 PBM and each and every subsequent owner of any of the lots in said subdivision, PBM does hereby set up, establish, promulgate and declare the following covenants, conditions and restrictions to apply to all of the subject properties, and to all persons owning any portion of the subject property, and to all such owners hereafter with these covenants, conditions and restrictions becoming effective immediately under and through PBM 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:

1. USE. The areas subject hereto on said plat shall not be utilized or allowed to be utilized for any purpose except the recreation use of the owners of the lots in said subdivision, the members of their immediate families, and the guests of owners of said lots while in the accompany of said owners.

2. REGULATION OF STRUCTURES. No building, wall, fence, pier, dock, deck, boat house, piling, or other structure of any nature whatsoever shall be constructed, erected, placed, altered or be permitted to be located, either temporarily or permanently, upon any portion of the property subject hereto unless the same has been approved in writing in advance by the North Gate Lakes Subdivision Recreation Committee as to location, size, height, quality of materials, quality workmanship, harmony of external design with surrounding structures, lack of detrimental affect upon utilization of the subject property for recreation purposes, and esthetic considerations as to view, sightliness and scenic enjoyment of the subject properties of owners of all lots in the said subdivision.

3. LIMITATION ON STRUCTURES. Notwithstanding approval by the North Gate Lake Subdivision Recreation Committee as provided above, no structure shall be constructed, erected, placed, altered or permitted to be located, either temporarily or permanently, upon any portion of the subject property which has a height in excess of the six (6) feet above the height of the land immediately adjacent to such structure or which extends more than ten (10) feet into water from the most adjacent land.

4. BOATS. No boat exceeding sixteen (16) feet in length shall be permitted upon the subject property at any time.

5. FILLING, REMOVAL AND ELEVATION. Without the prior written approval of the North Gate Lakes Subdivision Recreation Committee, no portion of the subject property may be filled so as to increase the size of any adjacent land area, nor shall adjacent property owners take any action which would alter or change the size, location or characteristic of the bodies of water located upon the subject property, nor shall any sand, clay, rock, gravel or other type soil be removed from any of the subject property, nor shall the elevation of any of the subject property be increased or decreased by any method.

6. PROMULGATION OF REGULATIONS FOR USE. The North Gate Lakes Subdivision Recreation Committee shall have the right, from time to time in its sole discretion, to promulgate and enforce such reasonable rules and regulations as it deems to be desirable in order to promote the recreation use of the subject properties by all residents of said subdivision and said committee shall have the right in its sole discretion to amend such rules and regulations from time to time.

7. MAINTENANCE. The North Gate Lakes Subdivision Recreation Committee shall have the right to from time to time in its sole discretion to assess and collect from time to time maintenance fees not

to exceed \$100.00 per annum per lot from the owners of all lots in said subdivision for the purpose of maintaining and improving the subject properties as well as providing for the common recreational enjoyment of the subject properties by all residents of said subdivision with all funds so collected being disbursed as said committee shall in its sole discretion deem advisable.

8. LIMITATION ON USE. By accepting a deed to any lot in said subdivision, each lot owner in said subdivision agrees to be bound by this instrument, by all rules and regulations of the North Gate Lakes Subdivision Recreation Committee with respect to the subject property and its use, by the obligation to promptly pay such maintenance fees as shall from time to time assessed by said committee pursuant hereto, and by the obligation to ensure that all members of the immediate family of said lot owner, all persons residing upon said lot, and all guest of the foregoing abide by and comply with the rules and regulations of said committee and this instrument.

The use by any and all lot owners of said subdivision of the subject property is hereby declared to be a privilege and not a right.

The privilege to use said property by any and all persons is hereby declared to be subject to compliance with the provisions of this instrument, compliance with the rules and regulations of the North Gate Lakes Subdivision Recreation Committee, and payment of assessed maintenance fees pursuant hereto. Should any person fail to comply with the foregoing then the North Gate Lakes Subdivision Recreation Committee shall have the right to limit, restrict and/or deny such person and/or persons access to and/or use of the subject properties.

9. NORTH LAKE GATE SUBDIVISION RECREATION COMMITTEE.

(a) MEMBERSHIP. The North Lake Gate Subdivision Committee shall be composed of RONNIE BATEMAN, DR. F. MORRIS DAVIS and WILLIAM W. CONOLY, all residence 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 instrument. At any time the then record owners of a majority of the lots in the subdivision shall have the power through a duly recorded written instrument to change membership of the committee, to withdraw from the committee any of its powers and/or duties or to restore to said committee any of its powers and/or duties.

(b) PROCEDURE. The committee's approval or disapproval as required in this instrument shall be in writing. In the event the committee, or its designated representatives, fails to approve or disapprove within 90 days after the plans and specifications have been submitted to it, 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 period of ten (10) years unless an instrument signed by a majority of the then owners of the lots in said subdivision 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 wise affect any of the other provisions which shall remain in full force and effect.

13. AMENDMENT. PBM, for and on behalf of itself and its successors and assigns, reserves unto itself the right to amend these covenants, conditions, and restrictions from time to time by execution of appropriate documents relative thereto provided the same is concurred in and agreed to by all other persons or entities then owning any portion of the land to which these covenants, conditions and restrictions are applicable.

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

P B M INVESTMENTS, INC.

Signed, sealed and delivered in the presence of:

James F. Kyle
Bennett Kent

NOTARY PUBLIC

Georgia State at Large

My Commission Expires: 1-9-89

By: Ronald M. [Signature]
President

Attest: Howard P. [Signature]
Secretary

[SEAL]