

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WOOD RIDGE ESTATES

STATE OF GEORGIA COUNTY OF TIFT

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made and published this 22nd day of January, 1996, by EARL COPELAND, (hereinafter "Owner").

WITNESSETH

WHEREAS, Owner is the owner of the following described property (hereinafter "premises"):

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 Lots 281 and 272 in the 6th Land District of Tift County, Georgia and being more particularly described as follows:

All that certain Plat of Survey of Wood Ridge Estates prepared by Southern Surveying Associates dated January 22, 1996, and recorded in Plat Book 29, Page 4, Tift County, Georgia records.

WHEREAS, it is to the interest, benefit and advantage of Owner that certain covenants, conditions and restrictions governing and regulating the use and occupancy of the premises be established, set forth and declared to be covenants, conditions and restrictions running with the land;

NOW THEREFORE, in consideration of the premises, Owner does hereby establish, promulgate and declare the following covenants, conditions and restrictions to apply to the premises and to all persons owning the premises hereafter:

- 1 -

Lots shall be used for residential purposes only.

- 2 -

No lot shall be resubdivided to less than 5.0 acres.

- 3 -

Travel trailers, campers, motor homes and tents shall not be permitted to remain on any lot longer than 30 days per year; however, an owner with a permanent dwelling on his lot will be allowed to maintain or park a travel trailer or motor home on his lot.

- 4 -

Only conventional site built homes shall be allowed, provided there is a minimum of 2,000 square feet of heated living area, excluding carports. The term "conventional site built homes" shall be defined according to the Southern Building Code.

- 5 -

No swine whatsoever shall be raised, bred, or kept on any lot. No other livestock or poultry shall be raised, bred or kept on any lot for commercial purposes. Horses and other livestock, not held for commercial purposes, shall be allowed so long as the same does not create a nuisance. Except that dogs, cats or other household pets may not be kept, bred or maintained for any commercial purpose and that there are not more than two dogs per household. No pet shall be allowed or permitted to become a nuisance to the owner of any other lot in the subdivision.

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- 6 -

No business enterprise which is the property owner's main source of income shall be conducted on the property. No junk or abandoned automobiles shall be allowed to remain on any lot.

-7-

All lots shall be kept neat and free of trash, garbage and other unsightly material.

- 8 -

The undersigned reserves the right, without notice, to grant utility and drainage easements 20 feet in width in all exterior lot lines, and 10 feet on all interior lines, of every lot.

- 9 -

No mobile homes shall be used for any reason either temporarily or permanently upon any of the said lots.

- 10 -

Each lot owner agrees to indemnify and hold Grantor harmless for any damages sustained by a lot owner, his guests, invitees or licensees upon the premises of any lot owned, or where applicable, upon the pond referred to in the above referenced plat.

- 11 -

Some property herein conveyed includes a portion of a pond as is more fully set forth in the above-referenced plat and, covenants shall apply:

- (a) Each lot owner whose property extends into the pond shown on the plat referred to herein shall own a pro-rata share of the pond. As such, each lot owner shall be responsible for all maintenance and repairs to the pond on an equal basis. Such lot owners shall also, from time to time, promulgate rules and regulations concerning the use of the pond, including, e.g., type, kind and size of boats and motors used within the pond. Decisions shall be made by majority vote.
- (b) Boat docks and piers, the highest projection of which shall not exceed the elevation of the land adjoining such docks and piers shall be permitted to be constructed adjoining any waterfront lot provided, however, that no such boat docks shall be erected, constructed, maintained or permitted which will extend beyond twenty feet from the lot line paralleling and adjoining the waterfront. All docks, piers, boathouses or other structures shall be in keeping with and compatible with the homes in the immediate area.
- (c) No structure except those permitted by subparagraph (b) above shall be constructed -- or any fill used to extend the property -- beyond the lot and bulkhead line on any waterfront property.
- (d) No commercial activities shall be permitted in, around or upon the pond.
- (e) Owner of Lot #2 does not have any rights to the pond as shown on the plat referred to herein, therefore, not obligated to maintenance or repair expenses on said pond as noted in paragraph (a) above.

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(f) Owners of Lots #3, #7 and #8 share an easement for ingress and egress across the dam as shown on the above referenced plat. Since Lot #7 and #8 include a major portion of the dam they are entitled to the use and enjoyment of said pond and also will share expenses for maintenance of the dam and pond as set forth in paragraph (a) above. However, owners of Lot #3 and #7 are solely responsible for the maintenance of the driveway over the above referenced dam.

Should any of the foregoing covenants be violated, any person or persons owning any portion of said real estate or the undersigned, shall have the right to prosecute in any proceedings at law or in equity against the person or persons violating or attempting to violate such covenants to prevent such violations or to recover damages.

If any covenant contained herein shall be held invalid by judgement or other court order, such holding shall in no wise affect any of the other provisions and covenants and the same shall remain in full force and effect.

All setback lines and building locations are according to County requirements.

IN WITNESS WHEREOF, the undersigned has caused these presents to be properly executed.

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]

[Signature]
EARL COPELAND

NOTARY PUBLIC
Notary Execution Date: 1/22/96
My Commission Expires: 2/8/99

[NOTARY SEAL]

Milton A. Halstead
W. Troy Tapp
Donna C. Halstead
Kristi L. Abad
Ben Walker

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DATE: 4-7

TO: KIM

FROM: TROY

HALSTEAD & TAPP, INC.

MEMO

WOOD RIDGE ESTATES

NUMBER OF PAGES INCLUDING COVER SHEET: 4

The information on this facsimile is strictly confidential and intended for the addressee.