

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

STATE OF GEORGIA  
COUNTY OF TIFT

0585 VOL. 1246 PAGE 0175

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, made and published this 31st day of October, 2002 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 be approved by the Architectural Control Committee, and all structures must be constructed of materials approved by the Committee.

of Georgia, Tift County Clerk's Office  
in this office this 20th day of Feb 2006 at 10:39am

Gwen C. Pate  
Clerk  
of Superior Court

RECEIVED  
TIFT COUNTY  
CLERK'S OFFICE  
2006 FEB -2 AM 10:39  
GWEN C. PATE  
CLERK

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.

- 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 owner 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 representatives 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