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**002096 Bk:00936 Pg:0191**  
**REC'D TIFT CO. CLERK'S OFFICE**  
Date: 04/02/2002  
GWEN C. PATE, CLERK

FILED, RECORDED, INDEXED  
04/02/2002  
Rec Fee: 26.00 St Fee: 0.00

**DECLARATION OF PROTECTIVE COVENANTS** Pages: 9  
**OF** Issued to:  
**CYPRESS POINTE SUBDIVISION** Clerk of Superior Court Tift Co. GA  
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This declaration is made on this the 15th day of March, 2002, by Cypress Pointe, L.L.C., a Georgia limited liability company, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer is the owner of certain real properties located in Tift County, Georgia and more particularly described on Exhibit "A", a copy of the description of said property is attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, Developer wishes to create an adult living community and to put in place an overall plan for the development of the property for the interest, benefit and advantage of Developer and each and every person who shall hereafter purchase any lots within the Cypress Pointe Subdivision so 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.

NOW THEREFORE, for and in consideration of the premises and the benefits to be derived by Cypress Pointe and every subsequent owner of any lots located in the subdivision, Developer does hereby set up, establish and declare the following covenants, conditions and restrictions to apply to all of the lots located on said property, or any other lots whose deeds of conveyance specifically refer to or adopt these covenants and the same shall cover all subsequent transfers, sales and conveyances of such property:

-1-  
Purpose

The purpose of these restrictions, covenants and conditions is to insure the development and maintenance of the properties in such a manner that property values will be maintained and so that

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the owners of the property can be assured that their community will maintain a general high standard quality and appearance.

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Land Use

No lot shall be used except for 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 2-1/2 stories in height, plus a private residence garage for motor vehicles, plus residential accessory buildings. No commercial use shall be allowed on any properties restricted by these covenants. No garage or permitted accessory buildings 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 developer.

-3-

Architectural Control

No building, fence, or any 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 developer as to the quality of workmanship of the buildings on the lot, quality of materials, harmony of external design with existing structures, and as to location. Developer will not unreasonably withhold its approval. Upon failure to receive notice of approval within thirty days of the date of submission of written plans to the Developer shall entitle the property owner to commence the proposed improvements and this covenant shall be deemed to have been complied with as to the plans submitted, unless Developer gives the property owner notice of inability to respond within the thirty day period, in which case the Developer shall have an additional thirty days or a total of sixty days in order to approve or disapprove of the plans. The owner shall be permitted to proceed in substantial compliance with the plans submitted to Developer.

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Manufactured Homes

No manufactured homes or mobile homes shall be permitted on the property.

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Division of Lots

No lot may be subdivided.

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Duration of Construction

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. Any building must be completed within one calendar year from the date that construction is begun.

-7-

Easements

Developer is hereby granted a permanent easement for the installation and maintenance of utilities and drainage facilities 25 feet in width running along each property line of each lot.

-8-

Nuisances

No noxious or offensive activity shall be carried on or permitted upon any lot, nor shall anything be done or allowed to be done thereon which may be or may become a nuisance to the owners of adjacent property. No substance or material shall be kept or maintained on any lot which would emit foul or obnoxious odors. No appliances, materials, junk or debris may be kept on the property that is not located inside a closed structure.

-9-

Vehicles

No vehicle or trailer may be parked or kept on the property except on driveways or in a parking area approved by Developer. No abandoned vehicle shall be allowed on the premises of any lot that is not kept inside a closed structure.

-10-

Maintenance of Home and Yard

Each lot owner shall keep and maintain the buildings and yards in an attractive appearance and manner. Each lot owner is required to have their yard properly mowed, cleaned and kept in a neat fashion. Lot owner shall keep and maintain a maintenance contract through Developer. Developer currently has authorized Robert Massey Management Systems, Inc. to handle such contracts and until substituted, but lot owner is required to keep and maintain a contract with said

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corporation. 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 unkept.

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Home Business

Home businesses will be allowed in the subdivision as long as they have no signage attached to the home, do not result in increased traffic flow or increase on-street parking. Such home business must comply with all City and County zoning and other requirements and regulations.

-12-

Hold Harmless

Each lot owner shall hold Developer harmless from any damage that may occur from water that may inadvertently flow onto their lot within the subdivision as a result of damage to or failure of any sprinkler pipes or broken main line pipes that are located in the area adjacent to the subdivision.

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Temporary Structures

No structures of a temporary character and no trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used at any time as a residence either temporarily or permanently. No old or second hand structure shall be moved onto any lot, it being the requirement of any dwellings or other buildings erected on said lots within the subdivision, be of new construction and of good quality workmanship and materials.

-14-

Signs

No signs of any kind shall be displayed to the public view on any lot except one sign of not more than 2-1/2 feet square advertising the property for sale or rent.

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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 provided they meet licensing requirements of the City of Tifton and that they are not kept, bred or maintained for any commercial purposes. Pets

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shall be kept within property boundaries and not allowed to roam free. A pet located on an owner's property and not under the control of a leash may be removed from the subdivision by any person and the pet's owner shall have no claim against the person removing said animal. No dangerous dogs or potentially dangerous dogs as defined by Georgia law shall be allowed.

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Garbage and Refuse Disposal

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Such trash, rubbish, garbage or other waste shall be kept in sanitary containers at proper locations. All containers or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition, at proper locations. No owner shall place trash, garbage, grass clippings, leaves, pine cones or any other such materials on any other lot in the subdivision.

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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 twenty years from the date of these covenants after which time said covenants shall be automatically extended for successive periods of twenty years each unless an instrument signed by a majority of the owners of the lot in the subdivision has been recorded in the Tift County Superior Court Clerk's Office agreeing to change said covenants in whole or in part at least sixty days prior to the end of any twenty year period.

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Enforcement

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Any lot owner in the subdivision shall have the right to enforce any of these covenants in the subdivision and shall be entitled to reasonable attorney's fees for upholding these covenants, should the enforcer receive a monetary damage award by the Court.

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Severability

Should any one of these covenants or any part thereof be determined by a judgment or Court order to be void or invalid, then such declaration or order shall not affect any other portions of this declaration or covenants and all other provisions not affected by such decision shall remain in full force and effect.

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Rental

The owner of any lot may not rent or lease the owner's property to any third party without the rental contract and the lessee being approved by Developer.

-21-

Adult Community

Developer hereby declares that this subdivision shall be an adult community and no children under the age of eighteen years may reside on the premises for more than thirty days per year, without the written approval of developer.

-22-

Landscaping

No change in landscaping shall be permitted without the written approval of Developer, but such approval shall not be unreasonably withheld. Small gardens or flower beds may be added without the approval of Developer, only in the backyard and only if they are substantially blocked from view from the roads.

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Renovations or Modifications

No renovations or modifications may be made to any buildings which would substantially change the general appearance of said building without the prior written approval of Developer.

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Amendments

Developer for and on behalf of itself, 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 a 2/3 majority of all other persons or entities then owning any lot to which these covenants, conditions and restrictions

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are applicable. There will initially be approximately 18 lots in the subdivision. Developer shall have one vote for each lot that is left unsold, therefore, Developer alone shall have the right to amend these covenants until at least six lots have been sold and shall thereafter have a vote for each lot that remains unsold in determining a 2/3 majority. Only one vote per lot shall be allowed in determining the 2/3 ownership and the owner of each lot shall have a separate vote for each lot owned. All rights and obligations of Developer herein may be transferred or assigned by Developer

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Additional Property

Developer shall have the right to subject additional real property to these conditions, restrictions, reservations and charges set forth herein.

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Community Property - Required Services

Because this subdivision initially is intended to be an active adult community, there may be areas set aside as community property areas which may be enjoyed by all members living in the community, there may be joint activities open to all members of the community sponsored by Developer. In lieu of a Homeowner's Association, Robert Massey Management Systems, Inc. has been set up to act in that capacity for the lot owners in the subdivision. Participation is mandatory by each lot owner. Lot owner shall pay a reasonable monthly fee to Robert Massey Management Systems, Inc. in exchange for Robert Massey Management Systems, Inc. providing yard maintenance, garbage pickup and water for irrigation purposes only. Only in the event that Robert Massey Management Systems, Inc. is unable to perform its required duties and Developer cannot find a competent provider to supply said services shall a Homeowner's Association be established by the lot owners to handle these services. In such event, the lot owners by a majority vote can then, and only then, agree for each lot owner to provide their own services in lieu of creating a Homeowner's Association.

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Developer's Right of First Refusal

Each property owner hereby grants to Developer a right of first refusal to purchase the property, should an owner decide to sell the property. Thirty days written notice must be given to Developer and said notice must include all important information, including, but not limited to the sales price and, if exercised, the owner must sell the property to Developer for that price. Thereafter, Owner shall not sell the property to any third party for a lesser amount than that offered to Developer. Should Developer and an owner have a written agreement related to repurchase and right of first refusal, then it shall take priority over this provision of these Protective Covenants.

IN WITNESS WHEREOF, the undersigned has caused these presents to be duly executed on the day and year first above written.

Signed, sealed and delivered in the presence of:

CYPRESS POINTE, L.L.C.

*Sam Morris*

BY: *Robert M. Cooper* [LS]

Robert M. Cooper



*Jacqui L. Cooper*

Notary Public