

AMENDMENT TO
RANCHO SAN ANTONIO, INC. PROTECTIVE COVENANTS
LONG PINE SUBDIVISION LOTS: 2, 3, 8, 9, 13, 16
PHASES I, II, ADDITIONS 1-4

Declaration of amended covenants, conditions and restrictions

This Amendment made this 24 day of September, 1996 by Rancho San Antonio, Inc., a Georgia corporation, hereinafter referred to as "declarant":

WITNESSETH:

Whereas - on January 10, 1994, declarant recorded covenants, conditions and restrictions covering certain properties owned by declarant in Land Lot 197, 6th Land District, Tift County, Georgia, known as Long Pine Subdivision. Such covenants are recorded in Deed Book 503, page 231 in the office of Clerk of the Superior Court of Tift County, Georgia; subsequent amendments and additions to these covenants were recorded September 1, 1995 in Volume 0567, page 295.

Now Therefore, the declarant amends and subjects the properties hereinafter referenced to the following restrictions and covenants entitled "Rancho San Antonio, Inc. Protective Covenants for Long Pine Subdivision Lots: 2, 3, 8, 9, 13, 16 of Phases I, II, additions 1 - 4." Said amendments replace all previous restrictions placed upon said properties.

SUCH PROPERTIES ARE APPROXIMATELY LOCATED ON THE MAP LISTED AS ILLUSTRATION #1 WHICH IS ATTACHED TO THE FOLLOWING DOCUMENT

RECEIVED
TIFT COUNTY
CLERK'S OFFICE
SEP 26 1996
BY _____
CLERK

RANCHO SAN ANTONIO, INC. PROTECTIVE COVENANTS FOR
LONG PINE SUBDIVISION
LOTS 2, 3, 8, 9, 13, 16, PHASES I, II ADDITIONS 1-4

Declaration of Covenants, Conditions and Restrictions.

This declaration is made this 24 day of September, 1996 by Rancho San Antonio, a Georgia corporation hereinafter referred to as "declarant";

W I T N E S S E T H:

WHEREAS, declarant is the owner of certain real properties located in Tift County, Georgia and more particularly described on Exhibit A and being in Land Lot Number 197, 6th Land District.

WHEREAS, declarant desires to put in place and maintain this overall plan for the residential development of the referenced properties;

WHEREAS, in connection with such purpose, the declarant hereby subjects the referenced property to the conditions, restrictions and covenants hereinafter set forth, such restrictions to be for the benefit of the properties and their respective owners and to maintain the quality of the overall development; and

WHEREAS, it is the further purpose of the declarant to provide protection to purchasing landowners.

NOW THEREFORE, Rancho San Antonio hereby declares that the real property referenced in Exhibit A shall be subject to the conditions, restrictions, covenants, reservations, easements, liens and charges hereinafter set forth and all subsequent transfers, sales and conveyances of such property shall be subject to these conditions.

I PURPOSE: The purpose of these restrictive covenants is to insure the development of the properties for residential purposes in a manner that will insure conformity and harmony of external design and general quality of all structures and improvements with the existing standards in the neighborhood and with the proposed development plans. In connection with this development, it is the purpose of these restrictions to encompass not only structural improvements which will be placed on the property but also the maintenance of a wooded, pastoral residential atmosphere whereby no excessive thinning of timber is allowed so as to disrupt the privacy provided by natural vegetation.

II LAND USE: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than detached a single family dwelling and limited, approved garages, sheds or storage facilities. No commercial use shall be allowed on any properties restricted by these covenants.

III ARCHITECTURAL CONTROL: No building or improvement of any type or description shall be erected, placed or altered on any lot without the prior submission of construction plans and specifications (to include specification of construction materials and exterior color, proposed location of the structure on the lot and any proposed timber removal) to and approval by the architectural control committee. Said committee shall review such plans for quality of workmanship and materials, harmony of exterior design with existing structures and/or proposed development plans and as to location with respect to topography and finish grade elevation. No construction of mobile homes, modular housing or prefab/mass construction homes will be approved.

IV ARCHITECTURAL CONTROL COMMITTEE: The architectural control committee shall be composed of the Developer and at least two other parties which he shall appoint. In the event of his death and /or failure to appoint committee members, the majority of landowners of the referenced property shall have the opportunity to designate a successor. At such time as the lots in this and the related subdivision are sold then the committee may delegate partial or total control of its functions to a replacement committee to be selected from the homeowners' association or otherwise democratically elected from lot owners by lot owners. No committee member shall be entitled to compensation for services rendered.

Procedure for submission of proposals to the Committee shall be as follows:

- (1) Submit plans referenced in section 3 to the committee with request that they be reviewed.
- (2) Within 30 days the committee shall issue its approval or disapproval of the proposal (s).

Such judgment shall be entirely within the discretion of the Committee. The Committee shall consider aesthetic contributions of the plan in addition to conformity to covenant requirements. The Committee shall be advised of and shall have control over any proposed removal of timber beyond that needed for home sites.

Upon failure to receive notice of approval within thirty (30) days of the date of submission, the property owner shall be entitled to commence the proposed improvements and the covenants shall be deemed to have been fully complied with. However, the committee may give a property owner notice of inability to respond within thirty days in which case the committee shall have an additional thirty days to approve or disapprove the plans.

V DWELLING SIZE: No dwelling shall be erected on any lot which shall be smaller than 3,000 Square feet. This square footage requirement shall be exclusive of open porches and garages and is designed to insure that all dwellings will be of a quality of workmanship, materials and size consistent with the proposed developments of the property. All proposed out-buildings in the nature of garages, sheds, storage facilities or any other structure other than the main

dwelling shall be subject to the same requirements for approval of a main dwelling as per paragraph 4 above.

VI SETBACK REQUIREMENTS: No structure shall be located on any lot nearer than 115 feet from the center line of the roadway and 75 feet from other property lines.

VII DEVELOPMENT OF THE PROPERTY: In connection with the development of the property:

(A) During construction:

(1) No temporary structures of any nature shall be permitted except during construction; and

(2) Any residence shall be completed within one (1) year of initiating construction;

(B) After Construction:

(1) Each landowner shall have the duty to maintain and upkeep the appearance of his lot and all improvements situate thereon. The architectural control committee reserves the right to enter upon the grounds and maintain any neglected properties and to charge the cost thereof to said owner.

(2) No livestock, or other animals shall be maintained on the properties other than dogs, cats, or birds considered as domestic pets;

(3) Sufficient arrangements shall be made by the landowner for garbage and refuse disposal and storage in a manner as to be inoffensive to surrounding landowners.

(4) Vegetable gardens for home use shall be less than 1/4 acre in size and located to the rear of any lot and shall be screened from road view.

(5) In an effort to maintain privacy afforded by the forested surroundings, all timber removal other than that required for house construction shall be approved by the architectural control committee. General guidelines shall be that no more than 30 per cent of the timber may be removed from the front or road side of the house and no more than 50 per cent from the sides and rear.

(6) Clothes lines, water wells, water tanks etc. shall be maintained to the rear of residence. e.g. side of residence away from road. Exception: Under those conditions wherein topography dictates that a well be placed in the front yard, such shall be approved by the

architectural committee and shall be constructed and shielded so as to generally blend in with the main house.

(7) No ponds may be dug, but such does not prohibit construction of swimming pools, tennis courts and other recreational facilities. No above ground swimming pools.

(8) Approved out buildings, except garages, shall be located to the rear of any lot.

(9) No trailers, tents, garage or other outbuilding erected on the tract shall be used as a residence, nor shall such temporary building or trailer be allowed to remain on any lot except during construction of the main dwelling. This does not exclude approved guest houses.

(10) No placards or advertising of any nature, other than as related to the sale or leasing of said property shall be placed and maintained upon any lot. Such placards and signs shall be approved by the architectural control committee prior to placement.

(11) Hunting or discharge of firearms within the boundaries of the property shall be prohibited.

(12) Vehicles:

a. No vehicle or trailer may be parked or kept on the property except on driveways or in a parking area approved by the architectural control committee. Camper trailers, boats, etc. shall be parked inside the garage or otherwise generally hidden from view.

b. No commercial trucks and/or other commercial type vehicle may be driven, stored or parked on any residence lot except while parked in a closed garage or except while engaged in transporting to or from a residence in the Subdivision. Nothing of a commercial nature may be stored upon said property.

c. All ATV's will be restricted to the owners own residential lot.

(13) Docks: The top of the dock should be no higher than 16 inches above the normal lake level. The structure must be set back from the property lines so that neither the dock or its normal use will adversely affect adjacent properties and residents. The maximum length of the dock from the natural shoreline to the far edge in the water shall be no more than 8 feet with a total of no more than 48 square feet.

If a floating dock, the flotation device must be concealed and the dock maintained level.

(14) Only battery driven motors on boats will be permitted on lakes.

Lakes are for recreational use only. Water withdrawals for non-recreational purposes such as irrigation, will not be allowed. However, in emergency situations such as fire lake water use will be permitted.

No property owner has the right to alter the water level without approval from the majority of other property owners on the lake in question. Water level may be lowered only for repair or maintenance purposes and all property owners residing on such lake must be notified prior to this action.

Lakes are the property of adjacent owners and use of such shall be restricted to waterfront lot owners and their accompanied guests.

(15) No antenna shall be located in any area exposed to view, unless approved by the architectural control committee.

(16) External security lights must be approved by the architectural control committee.

In general security lights not attached to the house should be located to the rear of the house. Front yard security lights shall be of the intensity and directed so as not to adversely affect the adjoining property. Commercial or high intensity lights shall not be approved for front yard use.

(17) Fencing: All proposed fencing shall be approved by the architectural control committee. In general:

a. Property line fencing shall be no higher than 42 inches. and constructed of stone, brick, or wood.

b. On lake shore property no fencing shall be permitted to extend into the water. Nor shall fencing be permitted lake side unless it is a integral part of the house and used to enclose a very limited area; e.g. pools, patios.

c. Privacy fencing shall be no higher than 6 ft. and be restricted to a limited area in the back yard and shall extend forward no further than the rear corner of the house.

d. The wooden perimeter fence to be constructed along Brighton Rd. and Hwy. 125 may not be altered without prior approval of the architectural control committee.

(18) Dog Houses/Runs: Dog houses must be located in the rear yard and blend with the immediate surroundings.

Pre-fab, chain-link dog runs are allowed only if screened by wood fencing or located in a heavily planted area and painted flat black.

(19) Dogs shall be limited to no more than three adult dogs per household and shall be confined to the owners property. Any individual animal considered a danger or exhibiting aggressive behavior to the residents of Long Pine shall be removed.

VIII ALTERATIONS: Unless and until a plan of alteration is approved by the architectural control committee, no alteration shall be undertaken which has more than a insubstantial effect on drainage patterns or topography.

IX RESERVATION OF EASEMENTS: The grantor herein reserves an easement of not more than 10 feet from roads, streets, and avenues right-of-way for the erection and maintenance of any utilities or other structures for the common good and maintenance of the properties.

X ROADWAYS:

So long as the ownership of the roadways remains with the declarant or declarant's successors and is not a public entity, the residents shall have the obligation to pay a pro-rata share of all upkeep. This share shall be based on the road footage serving each lot. When a Homeowners' Association is formed, road maintenance and liability will become the responsibility of said organization. However, in the event that the declarant conveys roadway ownership to Tift County, Ga., such expense and responsibility shall cease.

XI UTILITIES: All utility and cable television lines placed on the property shall be run underground.

XII LOT SIZE: All lots set forth in the plat attached hereto as Exhibit A shall not be further subdivided by any landowner but any resale must be of the entire lot.

XIII Upon affirmative vote by owners of two-thirds (2/3) of the lots in Long Pine Subdivision, the declarant or the Homeowners Association may have the right to establish a security system at any entrance and each owner shall participate in expenses for such by paying a pro-rata share of same.

XIV HOMEOWNERS ASSOCIATION: A Homeowners association has been formed. Membership in this organization is required of all owners of properties referenced in these amendments. Membership for other properties is voluntary. This association is a non-profit corporation that is democratically governed and provides the guidance which determines the quality of structure, environment and quality of life for the community. The organization provides for responsibility, care and maintenance of community owned amenities and roadways. Membership dues, assessed annually, are determined by its' Board of Directors. Such dues are sufficient to provide for the liability, maintenance and other responsibilities set forth in its' constitution.

In the event that the association is terminated, all roadways shall immediately become county property and all common property shall revert to the declarant.

XV AMENDMENT OF COVENANTS: The declarant or committee reserves the right to amend these covenants or waive restrictions that, in his/its determination will cause undue hardship or excess expense to a landowner without compensating benefits to the development of the subdivision. However, the declarant or committee shall not lower the minimum dwelling or lot size nor permit any deviation that will detract from the overall subdivision development.

XVI VIOLATION OF COVENANTS: The declarant or any successor shall have the right, upon violation of any covenant by landowner, to seek an injunction of such violation in the appropriate forum.

XVII EXPANSION: The declarant shall have the right to subject additional real property to the conditions, restriction, covenants, reservations and charges herein set forth.

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 (20) years from this date, at which time such shall automatically be extended for successive periods of ten(10) years, unless by vote of a majority of the then owners of the building sites covered by these covenants, it is agreed to change said covenants in whole or in part.

IN WITNESS WHERE OF, Rancho San Antonio, Inc. has caused these covenants to be executed on the day and year first above written.

RANCHO SAN ANTONIO, INC.

by: [Signature]

attest: [Signature]

[seal]

Signed, sealed and delivered
on this 24 day of September, 1996

[Signature]
Notary Public, Tift County, Georgia
My Commission Expires Sept 6, 1999

Notary Public

**RANCHO SAN ANTONIO PROTECTIVE COVENANTS
FOR LONG PINE SUBDIVISION
EXHIBIT A**

ATTACHED TO AND MADE A PART OF DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS AFFECTING THESE LOTS DESCRIBED BELOW
AND SHOWN IN ILLUSTRATION #1

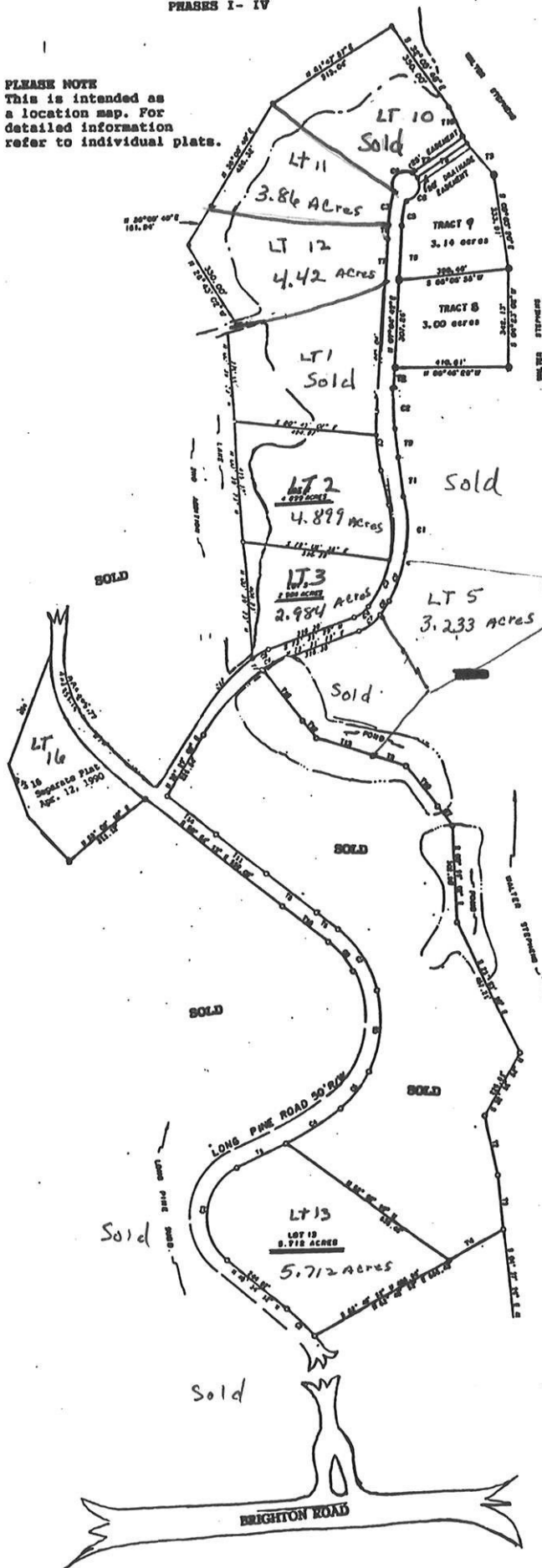
Description of property

Lots 2 and 3 as outlined upon a plat of Long Pine Subdivision
Phase II, 3rd Addition and recorded 1/7/94 in Plat book 25, pg.
184 ; Lots 8 and 9 as recorded in plat book volume 29 pg. 57;
Lot 13 in Long Pine and recorded in Plat Book 19, pg. 214; lot 16
as delineated upon a plat of Long Pine, made by Central Surveying,
November 27, 1995 and recorded in plat book volume 29 Pg. 198

All above plats and other information are recorded in the office
of Clerk of Tift County, Tifton, Ga.

I11.# 1

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PRELIMINARY EVALUATIONS OF INDIVIDUAL SEWAGE AND WATER FOR VARIOUS LOTS IN LONG PINE SUBDIVISION

The following quotations concerning perkability of individual lots in Long Pine were copied from communications sent by the Tift County Health Department

For final evaluations the developer recommends that potential customers contact : Tift County Health Department -- 912-386-8373

Lot 2

Evaluation Nov. 9 1993

"An absorption field trench depth of 18 inches will be possible across the front starting 100 feet from the pond all the way to the right property line -- 75-100 feet. Some of this area will require drain tile. The determination will be made at time of evaluation for issuing permit...."

Lot 3

Evaluation Nov. 9, 1993

The absorption field area on this lot can be located as follows:

An area from the left property line for a distance of 150 feet along the front and going into the property at a distance of 100 feet can have an 18-24 inch deep system depending on the location. The next 100 feet behind this area would require the system to be no deeper than 12-18 inches depending on whether or not drain tile would be required. If installed, the drain tile would need to be about 50 inches deep. Nothing could go any further down slope than the 334 contour line. For the next 100 feet along the front of the property and 50 feet into the lot you can have an 18 inch system while the next 50 feet square area toward the right is out due to excessive perc rates. The next 100 feet square area between the aforementioned area and the water can have an 18 inch system not to extend below the 334 contour line...."

Lot 8

"Right front of this lot is not approved for the installation of absorption systems. The left front for the first third of the lot could have an 18 inch system. Beyond this point, the lot can have either a 6 or 12 inch system, depending on the depth of the restrictive layer in the area in which you are working. The left side of the lot has a 40-50 mpi perc rate while the right side would be about 35 mpi...."

Lot 9

"The area to the left of the old road bed for a width of about 150 feet is not satisfactory for installing a sewage system due to a shallow restriction and a high percolation rate. The rest of the lot can take a 6 inch deep system with drain tile installed approximately 42 inches depending on the availability of a suitable outlet. The percolation rate is approximately 15 mpi...."

Lot 13

"...will require the septic tank system drainfield be installed no deeper than 24 inches. A perimeter drain tile system should be installed for the

removal of subsurface ground water. I recommend the installation of two lines of drain tile on the upslope side of the hill to be installed approximately 60-70 feet apart at a depth just on top of the first major restrictive layer of earth. A third subsurface perimeter drain tile line should be installed at a distance 90-100 feet from the second subsurface perimeter drain tile line. The depth of this line should also be just into the first major restrictive layer as above. The three subsurface perimeter drain tile lines should all terminate in a single line going on grade to all-weather outfall. The septic tank drain field system should be installed between the second and third subsurface perimeter drain tile lines. No part of the septic tank system drain field should be any closer than thirty feet to any of the subsurface perimeter drain tile lines....."

Lot 16

Evaluated 11/14/95

..."My first recommendation would be a 1500 ga. Septic Tank and 340 Lin. Ft. of absorption field using a 1000 Gal. S.T. for a pump chamber to install the system about 18 inches deep...Repair area using pump may be jsut to right of initial system. If they can be kept up within last 75 ft of front property line 18" depth still applies. To keep this depth on front without any fill does not allow for cutting down the dirt ridge along the front of property 30 ft. wide. If that is done some fill may be requiured on far end of trenches to correct the topography....."