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STATE OF GEORGIA)
COUNTY OF HOUSTON)

Return to Wayne Yancey

Allen Thomas
Clerk of Superior Court

DECLARATION OF RESTRICTIVE COVENANTS
OF
LONG PINES SUBDIVISION

Yancey & Associates
P.O. Box 8579
269 Carl Vinson Parkway
Warner Robins, GA 31095

THIS DECLARATION, made on the date hereinafter set forth by FORTY ONE SOUTH, LLC, a Georgia limited liability company, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of the following described property, (the "Subdivision"), to wit:

All that tract or parcel of land situate, lying and being in the 52nd GMD of Laurens County, Georgia, being known and designated as Lots 1 - 54, Long Pines Subdivision, according to a plat of survey prepared by Flanders & Associates, Inc. dated September 12, 2007, of record in Plat Book 9, Pages 292 - 293, Clerk's Office, Laurens Superior Court. Said plat and the record thereof are incorporated herein by reference for all purposes.

WHEREAS, Declarant proposes to develop Long Pines in multiple phases each of which is to be covered by this Declaration and any amendments thereto.

NOW, THEREFORE, Declarant hereby declares that all of the lots in said subdivision shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and

conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto.

Section 3. "Lot" shall mean and refer to any plat of land shown upon any recorded subdivision map of the Properties.

Section 4. "Declarant" shall mean and refer to Forty One South, LLC, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 5. "Party Wall" shall mean the wall that divided two adjoining Properties or Lots and in which each of the Property or Lot owners share the rights.

Section 6. "New Construction Review Board ('NCRB') shall initially mean and refer to

Robert Collins and Robert Pritchett. Both initial members shall serve one year terms, which term may be extended by Declarant, in its sole discretion.

Section 7. "Modification Committee" shall mean and refer to any member of the two members of the NCRB and shall function on a case-by-case basis as alterations, additions, or removals present themselves.

ARTICLE II
USE RESTRICTIONS

Section 1. No building, fence or other structure shall be erected, placed, or altered on any lot in the subdivision until the building plans, specifications, exterior finish, plot and site plans (showing the proposed location of such building or structure, drives and parking area) have been approved in writing by the NCRB for new construction or the Modification Committee for alterations, their successors or assigns, as to quality of design, workmanship, materials, harmony of designs with existing structures, location with respect to topography and finish grade elevation. Refusal or approval of plans, location or specifications by either the NCRB or the Modification Committee may be based upon any reason, including purely aesthetic reasons, which in the sole and uncontrolled discretion of either Committee shall be deemed sufficient. No alterations in the exterior appearance of any building or structure shall be made without like approval. One copy of all plans and related data shall be furnished to the appropriate Committee for their records. In the event of failure to approve or disapprove such plans within thirty (30) days after the same have been submitted to the appropriate Committee, as required herein,

approval shall be presumed and the provisions of this paragraph shall be deemed to have been complied with.

Section 2. No Lot may be subdivided, except where two Owners join to subdivide the lot adjacent to both of their Lots for the purpose of increasing the size of each adjacent Owner's lot. Once a subdivision of the adjacent Lot has occurred, no future subdivision of the two enlarged Lots may occur.

Section 3. Each Lot shall be used for residential purposes exclusively. No business of any kind shall be conducted on any Lot with the exception of the business of Declarant and the transferees of Declarant in developing all of the lots.

Section 4. No portion of any Lot, other than that covered by buildings or other structural improvements approved as hereinbefore specified, shall be construed as preventing the use of the same for walks, drives, and other appropriate private facilities, including, but not limited to, a private swimming pool, the planting of trees or shrubbery, the growing of flowers, or ornamental plants, or statuary, fountains, or similar ornamentations, for the purpose of beautifying said premises; but no vegetables, or grains of the ordinary garden or field variety shall be grown on the front or side yards. No weeds, underbrush, or other unsightly objects placed or suffered to remain anywhere thereon.

Section 5. It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly, or unkept conditions of buildings or grounds on such Lot that shall tend to destroy the beauty of the neighborhood as a whole or the specific area.

Section 6. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on

a Lot shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence, nor shall such temporary building or trailer be erected or allowed to remain on any Lot except during the construction of the main dwelling.

Section 7. The following construction requirements must be complied with for the construction of any primary dwelling. This is not an exclusive list and Declarant reserves the right to impose additional requirements.

(a) For a one-story residence located on any Lot, the living area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,350 heated square feet. Open or enclosed porches and garages do not count toward square footage requirements. All residences will have a two-car garage, whether attached or detached. In the case of a one and one-half or two story house, the ground floor living area to not be less than 1,000 heated square feet.

(b) The primary finished floor elevation shall not be less than 8" above natural grade at the front elevation.

(c) The roof pitch must be a minimum of 7/12 , and must incorporate gables and hips in the roof line.

(d) Hardiboard, vinyl, brick and stone are the only approved exterior siding products.

(e) Builders will construct 4' wide sidewalks on all building lots.

(f) All mailboxes shall be of similar design and approved by the Committee.

(g) The minimum standard for fiberglass shingle roof is a three tab, twenty (20) year shingle, black or brown in color.

(h) The minimum landscaping requirements provided by the builder shall be as follows:

(1) At least two trees in the front yard with a minimum diameter of 2" and 20 separate plants or bushes; and (2) the front yard will be sodded and the back and side yards shall be sprigged and seeded.

Section 8. Except for cats, dogs, and other household pets, which total number of pets should not exceed 3, no livestock, fowl or animals of any kind shall be kept or harbored upon any Lot.

Section 9. All motor homes, non-operating vehicles, campers, boats, and other recreational vehicles shall be kept, garaged, or stored in such a manner as to not be visible from any road or neighboring lot. No non-operating vehicle will be kept on any property for more than fourteen (14) days consecutive days, and at no time that a non-operating vehicle is on the Property will it be stored as to be visible from any road or lot. All motor homes, campers, boats, and other recreational vehicles must be stored either in a covered, enclosed garage or so as not be visible from any road or lot.

Section 10. Each Lot Owner shall provide receptacles for garbage in an area not generally visible from any road.

Section 11. Declarant reserves unto itself, its heirs, successors and assigns, a perpetual, alienable and releasable easement and right on, over, and under the ground to erect, maintain and use electrical and telephone systems, and other suitable equipment for the conveyance and use of electricity, telephone, gas, sewage, water, storm water drainage, or other public conveniences or utilities on, in or over such areas as are shown on the plats of the subdivision. These easements

expressly include the right to cut any trees, or bushes, et cetera, grading, ditching and like action reasonably necessary to provide economical utility installation and adequate drainage or surface waters.

Section 12. No private water well may be drilled or maintained on any Lot without first obtaining the consent of the Declarant. The city water supply system provided for the service of said land shall be used as the sole source of water spigots and outlets located in all buildings and improvements located on each lot.

Section 13. No building shall be located on any Lot nearer to the front Lot line, the rear lot line or the side street line than the minimum building set back lines provided in applicable zoning ordinances or as shown on the plats of the subdivision.

Section 14. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon (including but not limited to the harboring of dogs which bark excessively or dogs or other household pets which pose a danger to persons or persons or property) which may be, or may become, an annoyance or nuisance to the neighborhood.

Section 15. If the parties hereto, or any of their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said tract, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Section 16. Invalidation of any one of these covenants or any part thereof by judgment or

court order shall in no way affect any of the other provisions that shall remain in full force and effect.

Section 17. Declarant or the transferees of Declarant shall undertake the work of developing all Lots included within the Properties. The completion of that work, and the sale, rental, or other disposition of Lots is essential to the establishment and welfare of the property as an ongoing residential community. In order that such work may be completed and the property be established as a fully occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to:

(a) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from doing on any part or parts of the property owned or controlled by Declarant or Declarant's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;

(b) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees, from constructing and maintaining on any part of parts of the property owned or controlled by Declarant, Declarant's transferees, or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the property as a residential community, and the disposition of Lots by sale, lease or otherwise;

(c) Prevent Declarant, Declarant transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees, from conducting on any part or parts of

the property owned or controlled by Declarant or Declarant's transferees or their representatives, the business of completing such work, of establishing the property as a residential community, and of disposing of Lots by sale, lease, or otherwise; or

(d) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees, from maintaining such sign or signs on any of the Lots owned or controlled by any of them as may be necessary in connection with the sale, lease, or other disposition of property Lots.

As used in this Section, the words "its transferees" specifically exclude purchasers of Lots improved with complete residences.

ARTICLE III
OWNER'S OBLIGATION TO REPAIR

Section 1. Each owner shall, at his sole cost and expense, repair its improvements, keeping the same in a condition comparable to the condition of such improvements at the time of their initial construction, excepting only normal wear and tear.

Section 2. Each owner shall, at his sole cost and expense, repair all damages to roads, grounds, or utilities caused by construction, ingress or egress of equipment, or for deliveries to or from an Owner's Lot.

ARTICLE IV

OWNER'S OBLIGATION TO REBUILD

Section 1. If all or any portion of the improvements are damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair, or reconstruct such improvements in a manner which will substantially restore it to its appearance and condition immediately prior to casualty. Reconstruction shall be undertaken within three (3) months after the damage occurs, and shall be completed within nine (9) months after the damage occurs, unless prevented by cause beyond the control of the owner or owners. In the event of foreclosure on the property by the entity holding the mortgage on the property, then the party purchasing the property has ninety (90) days from the date he acquires ownership to undertake reconstruction and twelve (12) months to complete construction.

ARTICLE V

SUBDIVISION ASSOCIATION

Every owner of a lot which is subject to assessment shall initially be a non-voting member of the Association known as LONG PINES HOMEOWNERS ASSOCIATION, INC., a Georgia non-profit corporation, or such other entity as established by Declarant for the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. Upon transfer of the Association from Declarant to its