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Carolyn V. Sullivan Clerk

BK **3187** PG **8-18**

DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

**SECTION 3, PHASE 1
SOUTHFIELD PLANTATION**

This Declaration, made on the date hereinafter set forth by **THOMPSON MILL DEVELOPMENT COMPANY, LLC**, of Houston County, Georgia, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Houston, State of Georgia, which is more particularly described as follows, to-wit:

All that tract or parcel of land situate, lying and being in Land Lot's 88 and 89 of the Eleventh (11th) Land District of Houston County, Georgia, known as all lots located in Section 3, Phase 1, Southfield Plantation Subdivision, as is shown on a revised plat of survey of record at Plat Book 63, Pages 122-123, Clerk's Office, Houston Superior Court. Said plat and the record thereof are incorporated herein by reference for all purposes.

ARTICLE I

Terms

Section 1. "Association" shall mean and refer to Southfield Plantation Association, Inc., its successors and assigns.

Section 2. "Committee" shall mean and refer to the Architectural and Environmental Control Committee fully described in Article IV, Section 1 of these covenants.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners.

Section 4. "Declarant" shall mean and refer to Thompson Mill Development, LLC, their successors and assigns

Section 5. "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 property hereinabove described, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Parcel" shall mean and refer to any plot of land shown on the aforesaid recorded subdivision map of the properties, not including the common area. It is herein expressly provided that the fee title to any lot described as bounded by any street, lane, walkway, park, playground, lake, pond, or any other common property which has not been dedicated or accepted by the public and shown on the aforesaid recorded plat of survey (or subsequent recorded plats of survey), as abutting upon any such common property, shall not extend upon such common property. The word "lot" is used synonymously with the word "parcel" in these covenants.

Section 7. "Properties" shall mean and refer to that certain real property hereinabove described, and any other property as is expressly added thereto by a written instrument executed and recorded, and is also brought into the jurisdiction of the Association.

ARTICLE II

Residential Character of the Development

1. LAND USE. No lot shall be used except for single family, residential subdivision purposes. No building shall be erected, altered, placed or permitted to remain on any lot, except that which is constructed for residential purposes as authorized by these covenants. Prior to the beginning of construction of any improvement on any lot, the plans and specifications, to include structure on site plan, must be approved in writing by the Architectural Control Committee.

2. GENERAL RESTRICTIONS.

A. No noxious, offensive or unlawful activities shall be allowed within the subdivision, nor shall anything be done within the subdivision that shall be or become an unreasonable annoyance or nuisance to any owner or resident of another lot within the subdivision.

B. Animals. No more than two (2) household pets shall be kept or maintained on any lot within the subdivision, or within any residential unit within the subdivision. Such household pets shall be kept confined within the residential unit or attached to a leash so as not to be permitted to cross beyond the confines of the residential unit of the owner of said animal, and so as not to become a nuisance to other

owners or persons in lawful possession of any residential unit within the subdivision. In the event such animals produce a litter of young, the owner will have seven (7) weeks to dispose of the additional animals.

C. Signs. No signs or advertisements shall be allowed within said subdivision except signs of no more than 18" x 24" which advertise said parcel and the improvements thereon "for rent" or "for sale", without the prior written approval of the Architectural Control Committee.

D. Fences. No chain link fences will be allowed. All yard fencing must be approved by the Architectural Control Committee in writing, prior to its installation.

E. Newspaper Receptacles, Mailboxes and House Numbers. To provide uniformity and aesthetic appearance, all newspaper receptacles, mailboxes and house numbers must be approved by the Architectural Control Committee.

F. Antennas, Air-Conditioners, etc. No outside radio or television antennas, satellite dishes, nor any window air-conditioning units that may be visible from any street or roadway will be permitted. No permanent clothesline shall be erected. Outside air-conditioning units must be screened with shrubbery or fences approved by the Architectural Control Committee.

3. TEMPORARY BUILDING AND OCCUPANCY OR RESIDENTIAL USE OF PARTIALLY COMPLETED DWELLING HOUSES PROHIBITED. No out-building, garage, shed, tent, mobile home, basement or temporary building shall be used for permanent or temporary residential purposes. No dwelling house constructed on any of said lots shall be occupied or used for residential purposes until it shall have been substantially completed. The determination of whether or not a house shall have been "substantially completed" shall be made by the Architectural Control Committee.

4. DILIGENCE IN CONSTRUCTION. Once commenced, any improvement to be constructed on each parcel in the subdivision shall be completed in a good and workmanlike manner within six (6) months after the beginning of such construction. No improvement which has been partially or totally destroyed by fire or other catastrophe shall be allowed to remain on any lot without starting renovation or repair for more than three (3) months from the time of such destruction or damage.

All rules and regulations prescribed by EPA or other controlling environmental agency shall be complied with at all times during construction as well as at all other times.

5. RESTRICTIONS CONCERNING SIZE AND PLACEMENT OF DWELLING HOUSES AND OTHER STRUCTURES AND THE MAINTENANCE THEREOF.

A. Minimum Living Space Areas. No dwelling shall be constructed on any lot in this section of the development having less than a minimum of 2,000 square feet of heated and cooled living space, exclusive of porches, basements, terraces, garages, carports and other buildings. Roof Pitch of 10/12 shall be required on all dwellings unless a written waiver is obtained from the Architectural Control Committee. Any structure of more than one story shall require the approval of the Architectural Control Committee.

B. Set-back Requirements.

(a) Front Yards. The front building set-back line shall be a minimum of thirty feet (30') from the adjoining road right-of-way as shown on the plat of survey of the subdivision.

(b) Side Yard. The set-back line shall not be less than ten feet (10') from the side line of the lot, except where said lot is a corner lot, and in such case, the minimum side yard set-back line shall be thirty (30') from the property line nearest the side street.

(c) Cul-de-sacs. If the particular lot abuts on a cul-de-sac, the front building set-back line shall be on an arc the radius of which is equal to the radius of the cul-de-sac plus fifty feet (50').

NOTE THAT EVEN IF CONFLICTING WITH PREVIOUS STANDARDS SET OUT HEREINABOVE, THE DEVELOPER RETAINS THE RIGHT TO VARY ALL SET-BACK LINES TO ACCOMMODATE DESIRED STANDARDS WITH VARYING LOT DIMENSIONS.

C. Exterior Construction Materials. The finished exterior of every building constructed or placed on any numbered lot in the development shall be of material approved by the Architectural Control Committee. No foundations shall be covered by stucco or material other than clay brick, unless waived by the Architectural Control Committee, except that a house may be constructed entirely of stucco.

D. Maintenance of the Property and Improvements Thereon. The owner of each parcel in the subdivision shall at all times maintain said lots and any improvements situated thereon in such a manner so as to prevent said lot or improvements from becoming unsightly; and, specifically, such owner shall:

- (1) Sod or Hydroseed front and sides of lawn.
- (2) Plant shrubbery upon his lot costing not less than \$1,000.00 in place.
- (3) Mow said lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds thereon.
- (4) Provide waste and trash containers, construction site dumpsters, and keep each lot free from debris or rubbish.
- (5) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of said lot.
- (6) Cut down and remove dead trees from said lot.
- (7) Keep the exterior of all improvements constructed on said lot in such a state of repair or maintenance so as to avoid same from becoming unsightly in appearance and to avoid any erosion of said lot.

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E. Disposal of Sewage, Sanitary Waste and Solid Waste. Each owner of a parcel or lot will be responsible for its individual sewage system or septic tank. No outside toilets shall be permitted, except during periods of construction, and no sanitary waste or other waste shall be permitted to enter lake. No owner of any lot in the subdivision shall burn or permit the burning out-of-doors of garbage, trash or like household refuse, or solid waste of any type, nor shall any such owner accumulate or permit the accumulation of such refuse on his parcel.

F. Vehicle Parking. The owner of each and every improvement authorized by this instrument shall provide designated parking spaces for at least two (2) cars for each residential unit. No boat trailers or trailers shall be parked for overnight (or longer) storage on any parking area. Recreational vehicles, boats and trailers must be kept in a closed garage or a concrete parking pad poured for that purpose.

G. Concealment of Trash Receptacles. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed at a location, so as not to be visible from any street or Pond within the subdivision, except at times when refuse collections are being made. Any fencing or screening required for said receptacle shall be approved by the Architectural Control Committee.

H. Limited Access. There shall be no access to any of the parcels except from the roads within the subdivision. Any and all roadways and paths shall not be constructed or altered except after approval has been given in writing by the Architectural Control Committee. No common areas shall be used as a path or walkway as a means of access to any parcel or across the property lines of either of said parcels or across the property lines of either of said parcels unless same has been improved as a means of access. No motor vehicles of any type will be permitted on common areas.

I. Southfield Plantation Association, Inc., Which Each of the Owners in this Section Shall be a Member, Has the Right to Perform Owner's Obligations Hereinunder. In the event that the owner of any residential unit or lot in the Development shall fail to maintain said lot and any improvements situated thereon in accordance with provisions of these restrictions and/or any by-laws of the Association (as hereinafter referred), such violation shall be deemed a nuisance. Said Declarant or Association shall have the right, by and through its agents, employees or contractors, to abate such nuisance in law or equity or enter upon said parcel and repair or complete construction of improvements, mow, clean or perform such other acts as may be reasonable necessary to make such lot and improvements situated thereon to conform to the requirements of these restrictions. The cost therefore, (including court costs and attorney fees if the proceedings is taken to Court) to the Declarant or Association shall be added to and become a part of the annual charge to which said lot or parcel is subject, and shall be due and payable within thirty (30) days from the date of said expenditure, and same shall become a lien upon the property, and may be collected as other charges due the Declarant or Association are collected.

Neither the Declarant, Association nor any of its agents, employees or contractors shall be liable for any damage which may result from the abatement of any nuisance or any maintenance work performed hereunder.

ARTICLE III

**SOUTHFIELD PLANTATION ASSOCIATION, INC.
Purpose, Membership and Voting Rights**

Section 1. Membership. Every owner of each lot within this section of Southfield Plantation shall be a member of the homeowners association known as Southfield Plantation Association, Inc. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. Creation of the Lien and Personal Obligation of Assessments. With the exception of Declarant and any general contractor, each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. No dues, charges or assessments shall be assessed against Declarant or any general contractor, but shall only be assessed against the lot owners who reside on their lot within this Phase.

The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the property and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall be also the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them; however, same shall continue to be a charge on the property.

Section 3. Purpose of Assessment. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Subdivision and for the improvement and maintenance of the Common Area and amenities of the Section, and of the homes situated in the Section, and the obligation of the Association.

Section 4. At the discretion of Declarant, to be evidenced in a written, notarized statement, all lot owners and their successors in interest in this Phase shall become members of Southfield Plantation Association, Inc., and each lot shall then be subject to its authority. At that time, any common areas in this Phase shall be conveyed to said Association.

Section 5. Notice and Quorum for any Action Authorizing Increase in Assessments. Written notice of any meeting called for the purpose of taking any action to authorize increase in assessments shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Only members of the Association

sixty-one (61) days prior to any meeting called under the provisions of this paragraph are entitled to receive notice as herein provided.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots. This does not include assessments the lakefront lot association may assess. (Refer to Article 3 herein).

Section 7. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 10 percent (10%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, and/or foreclose the lien against the property.

No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments, which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IV

ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE

Section 1. Membership. The Architectural and Environmental Control Architectural Control Committee ("the Architectural Control Committee") is composed of Thomas Cleveland Hollingsworth. The Architectural Control Committee may designate a representative to act for it. In the event of death or resignation of any member of the Architectural Control Committee, the survivor shall have full authority to designate a successor to fill the unexpired term of said member; or to name successor of any member whose term has expired; or to name additional members if same are needed, in its determination. The Architectural Control Committee may at any time hereafter release his power of appointment hereunder to the Association.

Section 2. Powers of Architectural Control Committee.

A. Generally. No dwelling, building structure or improvement of any type or kind may be constructed or placed on any lot in the Development without the prior written approval of the Architectural Control Committee. Such approval shall be obtained only after the owner of the lot requesting authorization from the Architectural Control Committee has made written application to the Architectural Control Committee. Such written application shall be in the manner and form prescribed from time to time by the Architectural Control Committee and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing the location of all improvements existing upon said lot and the location of the improvements

proposed to be constructed or placed upon said lot, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used, and any proposed landscaping, together with any other material or information which the Architectural Control Committee may require.

All plans, drawings, etc. required to be submitted to said Architectural Control Committee shall be as the Architectural Control Committee may require. Either a registered land surveyor or engineer or architect shall prepare all such plot plans. No grading of the lot shall be permitted without approval of the Architectural Control Committee.

B. Power of Disapproval. The Architectural Control Committee may refuse to grant permission to construct, place or make the requested improvement when:

(1) The plans, specifications, drawings or other materials submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of these restrictions;

(2) The design or color scheme of a proposed improvement is not in harmony with the general surroundings of said lot or with adjacent buildings or structures;

(3) The proposed improvement, or any part thereof, would in the opinion of the Architectural Control Committee be contrary to the interests, welfare or rights of all or any part of the owners of other lots in the Development.

C. Power to Grant Variances. The Architectural Control Committee may allow reasonable variances of adjustments of these Restrictions where literal application thereof would result in unnecessary hardship. Provided, however, that any such variance or adjustment is granted in conformity with the general intent and purposes of these Restrictions; and, that the granting of a variance or adjustment will not be materially detrimental or injurious to other lots in the Development.

D. Power to Charge Fees. The Architectural Control Committee may, if it deems the same to be reasonably necessary for the accomplishment of its duties and responsibilities, assess a fee not to exceed \$35.00 for considering the application of any owner under this Section. However, when a determination has been made that a fee should be charged, it shall be uniformly charged to all applicants, and all funds collected shall be paid to the Association.

Section 3. Duties of Architectural Control Committee. The Architectural Control Committee shall approve or disapprove of proposed improvements within thirty (30) days after all required information shall have been submitted to it. One copy of submitted material shall be retained by the Architectural Control Committee for its permanent files. All notifications to applicants shall be in writing, and in the event that such notification is one of disapproval, it shall specify the reason or reasons for such refusal.

Section 4. Liability of Architectural Control Committee, etc. Neither the Architectural Control Committee nor any agent thereof, nor the Developer, nor the Association, shall be responsible for any defects in any way in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto.

Section 5. Public Lighting. As a benefit to each of the owners of lots in said subdivision, public street lighting shall be furnished in said subdivision and the owner of each lot agrees to pay its proportionate share of said lighting to be reflected and charged to each lot owner's monthly electric bill with Flint Electric Membership Corporation, its successors or assigns. This agreement shall be a covenant running with the land and shall be binding on each lot owner in said subdivision.

Section 6. Duty of Inspection. To the extent that inspection of improvements constructed is not provided for by appropriate governmental agencies, it shall be the duty of the Architectural Control Committee to inspect work being performed with its permission to assure compliance with these Restrictions and applicable regulations.

ARTICLE V

GENERAL PROVISION

Section 1. Enforcement and Remedies.

A. The Association or any party to whose benefit these Restrictions inure, including the Developer, its successors and assigns, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions; provided, however, that neither the Developer nor the Association shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Restrictions.

B. No delay or failure on the part of an aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violation of these Restrictions.

Section 2. Effect of Grantee's Acceptance of Deed, etc.

A. The Grantee of any lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purpose thereof, whether from the Declarants or a subsequent owner of such lot, shall accept such deed and execute such contract subject to each and every restriction and agreement herein contained.

Further, that by acceptance of such deed or execution of such contract, such persons do acknowledge the rights and powers of the Declarant and of the Association with respect to these Restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, they do covenant and agree and consent to and with the Declarant, the Association and to and with the grantees and subsequent owners of

each of the lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

B. Each such person also agrees, by such acceptance of a deed or execution of a contract for the purchase thereof, to assume, as against Declarant, its successors and assigns, all of the risks and hazards of ownership or occupancy attendant to such lot. Further, each owner by the acceptance of this deed does covenant and agree to hold harmless and forever defend the Declarant and the Association from and all claims for damage to property and injury to persons occasioned by the owner, and owner's family, guests and invitees, and all persons whomever claiming by or through the owner, resulting from the owners' permitted use of the recreational facilities and common areas provided for the owners' use and enjoyment by the Declarant and the Association.

Section 3. Titles, etc. The underlined titles preceding the various paragraphs and subparagraphs of the Restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Whenever and wherever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

Section 4. Duration. The foregoing covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for Twenty (20) years from the date hereon at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part by vote of those persons who are then the owners of a majority of the numbered lots in the Development.

Section 5. Severability. Every one of the Restrictions is hereby declared to be independent of and severable from the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of other Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

Section 6. Amendment.

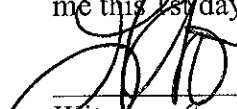
(a) Prior to this Phase becoming subject to the Southfield Plantation Homeowners Association per Section 4 of Article III, Declarant may amend this Declaration at any time. After this Phase becomes subject to the Southfield Plantation Association, Inc., per Section 4 of Article III, this Declaration may be amended at any time and from time to time by an agreement signed by the owners of at least seventy-five (75%) of the lots; provided, however, such amendment by the owners shall not be effective unless also signed by Declarant, if Declarant is the owner of any real property then subject to this Declaration.

(b) By-laws of the Association may be amended by the Association as provided by said By-laws.

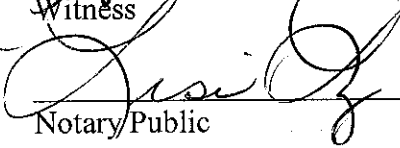
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 1st day of October, 2004.

THOMPSON MILL DEVELOPMENT, LLC

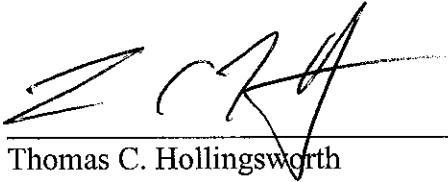
Signed, sealed and delivered before me this 1st day of October, 2004.



Witness



Notary Public

By: 

Thomas C. Hollingsworth
Title: As its Member

