

**DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR FINDLEY CHASE SUBDIVISION**

STATE OF GEORGIA

COUNTY OF TIFT

This DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR FINDLEY CHASE SUBDIVISION (hereinafter referred to as the “**Declaration**”) is made as of the 18th day of September, 2019, by BEAVER RUN SUBDIVISION, LLC, a Georgia limited liability company (hereinafter referred to as “**Declarant**”),

BACKGROUND STATEMENT

WHEREAS, Declarant is the Owner of certain real property (“**Property**”) in Tift County, Georgia which is more particularly described on that survey as follows:

All that certain tract or parcel of land being located in the City of Tifton, and in Land Lot 243 of the Sixth Land District, Tift County, Georgia, and being all of Lots 1 through 19 as shown on a Plat of Survey entitled “**FINDLEY CHASE SUBDIVISION-PHASE ONE**”, dated May 2, 2019, said plat being recorded in Plat Book 44, Page 199, public records, Tift County, Georgia, and being incorporated herein by reference.

WHEREAS, Declarant is developing or intends to develop lots for sale as residential lots on the Property, and any Additional Property, lands, including the Property, a development known as **FINDLEY CHASE**, (hereinafter referred to as the “**Development**”). In order to insure the orderly development of the Property, it is deemed necessary that the use of each and all of the said described subdivision lots be restricted in the manner and to the extent hereinafter set forth;

NOW, THEREFORE, Owner hereby declares that all of the property described above and any Additional Property as may by subsequent amendment be added and subjected to this Declaration 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 disability of and which shall run with the real property submitted to this Declaration and which shall be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof; these protective covenants which shall become immediately effective and run with the land and shall be binding on all persons claiming under and through the said present owner for a period of twenty (20) years from the date hereof. These Restrictive Covenants renew automatically for an additional term of twenty (20) years absent objection from the requisite number of landowners under Georgia law.

1. No lot shall be utilized for other than residential purposes. No dwelling house shall be erected or located upon any of the said lots other than a one story single family dwelling having a heated floor plan of at least 1,700 square feet. In the case of a one and one-half or two story structure, the total living area is to be not less than 2,000 heated square feet, with the ground floor living area to not be less than 1,500 square feet on the lower level or as approved by the Architectural Control Committee. The heated floor area as stated herein does not include porches, garages, carports, stoops, and covered walkways. No manufactured home or mobile home shall be permitted on the Property.

2. No building of any kind shall be erected, located or maintained upon any such lot unless it is built in compliance with those set back lines as shown on the recorded subdivision plat, or a variance has been obtained from the applicable zoning authorities and approved by the Architectural Control Committee established in these covenants.

3. No lot (including the buildings, facilities and improvements which may be situated thereon) shall be used or occupied by other than the owner thereof or one lessee or tenant of the entire lot. No trailer, recreational vehicle, basement, tent, shack, garage, barn or other outbuilding or temporary structures upon any lot shall be used or occupied as a residence or for dwelling purposes, either temporarily or permanently.

4. No building, fence, wall or storage facility shall be erected, placed or altered on any lot, until the construction plans and specifications and a plan showing the location of the structure on the lot have been approved by the Architectural Control Committee as established in these covenants so as to qualify as to workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence, wall or storage building shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided for in Paragraph 17 herein.

5. No lot shall be used for any commercial purpose whatsoever. No commercial trucks and/or commercial type vehicle of greater than 10,000 lbs may be parked, stored or kept upon any such lot except while being loaded or unloaded or while engaged in work upon such lot.

6. No hogs, cattle, poultry, or other livestock or animals of any kind shall be kept upon any lot described herein, except cats and dogs, not exceeding three (3) in number of either on any one lot, and other usual household pets; provided, however, no cat, dog or other pet shall be kept on any such lot unless the premises wherein the same shall be kept is maintained at all times in a clean and sanitary condition and reasonably free of noxious or offensive odors, flies, fleas and other pests. Dog houses must be located in the rear yard and blend with the immediate surroundings. Any individual animal considered a danger or exhibiting aggressive behavior shall be removed within thirty (30) days from the date of request from Declarant. Declarant, at any time and for any reason, in its discretion, may limit or prohibit the harboring and keeping of any and all animals hereunder.

7. The operation of mini-bikes, go-carts, ATVs and motorcycles of any type on any of the said lots or common areas is hereby prohibited.

8. Each and every conveyance of any of the said lots shall be subject and subordinate to a perpetual easement in, to and over the front, rear and/or side portion of the said lots as shown upon the recorded plat of the said subdivision as "Utility Easement" which shall be used for utility purposes, drainage purposes and greenbelt purposes. Said easement shall be for the further purpose of allowing Declarant, its successors, licensees, and assigns to utilize said easement areas for constructing, developing, maintaining and utilizing in, on and over such easement areas fencing, landscaping, signage, drainage ditches, and other drainage facilities, sewer lines, water lines, electric power and communication lines, and any and all other utility facilities, together with such poles, conduits, wires, guy wires, pumps, transformers, and other necessary or desired equipment and appurtenances thereof. By virtue of this easement the said Declarant, its successors, licensees and assigns, shall have free and unrestricted right of ingress and egress to said easement areas and in and over the same for the purpose of constructing, developing, maintaining, using and protecting such facilities.

9. The covenants, provisions and restrictions herein set forth shall run with the land, and once they become effective with respect to any lot upon the sale and conveyance of such lot as aforesaid, they shall be binding upon such lot and the purchaser or purchasers thereof and all persons claiming under any such purchaser for the periods of time above prescribed herein.

10. Should any future owner of one or more said lots, or any person claiming under such owner, violate or attempt to violate any of the covenants or restrictions herein set forth, it shall be the lawful right of the said present owner or any other person then owning one or more of the lots described herein to institute and prosecute appropriate proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions either to prevent such violation or a continuation thereof, or to recover damages resulting from such violation, or both. Any party bringing a successful action to enforce subdivision covenants or restrictions shall be entitled to recover reasonable attorneys' fees and court costs from the party against whom the restrictions or covenants were enforced. Likewise, any member forced to defend an unsuccessful action to enforce subdivision covenants or restrictions shall be entitled to recover reasonable attorneys' fees and court costs from party bringing such unsuccessful action.

11. Should any one or more of these covenants or restrictions be or become invalid or unenforceable, the remaining covenants and restrictions herein set forth shall not be affected thereby but shall remain in full force and effect in accordance with the terms hereof.

12. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than eight (8) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale.

13. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

14. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All containers or other equipment for the storage or disposal of such material shall be kept in clean, sanitary condition and in an area not generally visible from any road.

15. Each owner shall, at his or her sole cost and expense, repair his residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only to normal wear and tear.

16. If all or any portion of a residence is 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 residence in a manner which will substantially restore it to its appearance and condition immediately prior to the 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 causes beyond the control of the owner or owners.

17. The Architectural Control Committee shall be composed of DAVID DELOACH, FRED J. CARLO, III, AND ERIC T. SOMERS, all residents of Lowndes County, Georgia. Written approval from two of the three named individuals is required for any approval as set forth under these restrictive covenants. The members shall have full authority at their option to remove any member and designate a successor. Neither the members of the committee nor their designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. DAVID DELOACH, FRED J. CARLO, III, AND ERIC T. SOMERS will maintain full and absolute control of, and retain all rights of the Architectural Control Committee, until one hundred percent (100%) of all lots have residences located thereon and are occupied by the owners of said lots, the then record owners of one hundred percent (100%) of the lots in the subdivision shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

18. ARCHITECTURAL GUIDELINES FOR NEW RESIDENCES.

A. The procedure for obtaining Architectural Control Committee Approval for new residences shall be commenced by submission of two (2) sets of the following:

1. Site plan showing (a) location of all building improvements including driveways and sidewalks (b) trees to be removed during construction (c) builders erosion control plan using silt screens and hay bales.
2. Floor plan to include gross heated areas shown in square feet.
3. Elevations of front, rear, and sides of proposed residence.
4. Building and wall sections.
5. Outline of material specifications. Exterior color of masonry, roofing, siding, and painted surfaces must be approved prior to installation. Highly contrasting color schemes and strong pastel colors should be avoided.
6. Name, address and telephone number of builder.

B. Building Design. The Committee encourages a variety of architectural styles with an emphasis on traditional or colonial architectural designs. This does not exclude contemporary or eclectic architecture, provided the main roof mass is gable or hip.

C. Roofs. Roof shape, pitch, materials and colors shall be harmonious with the existing conditions and overall building design including solar devices, skylights and dormers. Architectural shingles are preferred, rather than three tab shingles. Use of heavy duty and substantial materials is encouraged. Avoid shiny or other materials that detract from the home and its surroundings. The roof is a major design element of the home and should be viewed as a three-dimensional sculpture compatible with the land and improvements around it. Roof pitch must be a minimum of 8/12 unless approved by the Architectural Control Committee. Skylights on front elevations are discouraged. If such skylights are to be permitted on front elevations, they should be flush-mounted and must be harmonious with overall architectural design.

D. Walls. Use materials and finishes that complement the design and are harmonious with other homes in the neighborhood. Residences must be constructed of wood, stucco, concrete, or brick finish and shall not be comprised of exposed concrete block. All exterior wood must be painted or stained with a heavy-body stain and exterior walls must be brick, wood, stone, stucco, concrete, or otherwise previously approved material (no vinyl siding or aluminum siding is permitted except for the soffit area).

E. Garages. Only fully enclosed garages are allowed. Each home shall contain a garage no smaller than twenty (20) feet by twenty (20) feet with no less than two (2) seven (7) feet by nine (9) feet or one (1) seven (7) feet by sixteen (16) feet overhead door. The use of automatic or remote garage door operators will insure that the visual control and security aspects of this guideline are fulfilled. Each home shall have a hard surface concrete driveway continuous from the street to the garage door. No mulch or gravel driveways shall be permitted.

F. Lighting. Floodlights must not shine on a neighbor's residence or Common Areas. Floodlights must be angled or shielded so as to light the area around the home itself.

G. Chimneys. Masonry is encouraged but other types of chimneys will be approved if appropriate. Choice of proportion and materials should give a substantial, stable appearance for best effect. Flues shall be concealed by solid windcreens or alternate approved chimney caps.

H. Fences, Walls, and Hedges. No fence, wall, or hedge will be permitted without prior written approval of the Architectural Control Committee as to the location and type of construction and/or material.

I. Accessory Buildings. Accessory buildings which are compatible with the primary structure shall be allowed. All accessory buildings are to be site built buildings only and subject to approval by the Architectural Control Committee.

J. Utility Boxes and Cables. All meter boxes and cables shall be painted to match the entry wall to which it is connected.

K. 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 Lot. No non-operating vehicle will be kept on any property for more than fourteen (14) 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.

L. Basketball goals. Basketball goals, either temporary or permanent, as well as all implements or structures used for entertainment, athletic or such other related purposes are prohibited in the front yard, unless approved by the Architectural Control Committee.

M. Pools. No above ground swimming pool shall be allowed, unless specifically approved by the Architectural Control Committee.

19. During construction the lot and work area shall be kept in a clean manner and the owner and/or contractor shall not allow debris, trash, garbage, or unused construction material to lie around and be unsightly on the premises and in the event any contractor or lot owner shall fail or refuse to keep the premises in a good and clean manner then the Architectural Control Committee may enter upon the premises and clean the same at the expense of the lot owner and such entry shall not be deemed a trespass. In the event of such removal, a lien shall arise and be created in favor of the Architectural Control Committee and against the lot owner for the full amount chargeable to such lot for such removal and such amount shall be due and payable within thirty (30) days after the lot owner is billed by the Architectural Control Committee for the same.

20. Each owner of any lot in Development shall be a member of the Findley Chase Property Owners Association (hereinafter the "Association"). The Association will be organized and exist for the benefit of all property owners of said lots. BEAVER RUN SUBDIVISION, LLC will maintain full and absolute control of, and retain all voting rights of the Association, until seventy-five percent (75%) of all lots have residences located thereon and are occupied by the owners of said lots, at which time control of the Association will vest in the lot owners and the owners shall be entitled to one vote per lot or parcel owned on all matters pertaining to the Association including election of officers and directors. If a lot is combined with a portion of another lot, the result is a parcel which is entitled to one vote. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the owner's membership. No owner, whether one or more persons, shall have more than one membership per lot or parcel. In the event of multiple owners of a lot, votes and rights of use and enjoyment shall be as provided in these Restrictive Covenants and in the rules, regulations, and by-laws, if any, of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot. The rights and privileges of membership, in addition to the right to vote, shall include the right to hold office.

By virtue of purchasing one or more lots, each owner agrees to abide strictly by the rules, regulations and by-laws, if any, which will be passed from time to time by the Association, the use restrictions, as they may be lawfully amended or modified from time to time, and with the covenants, conditions, and restrictions set forth in this declaration and in the deed to his or her lot, if any, and to promptly pay any and all dues which may be levied from time to time by the Association for maintenance, protection and operation of any amenities or common areas on the Property owned or operated by the Association. The subdivision entrance and designated common areas are specifically included as property to be maintained

by the Association. The dues, which may be levied by the Association, shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the owners. The Association may impose fines or other sanctions, which shall be collected as provided herein for the collection of assessments. Failure to comply with this declaration, by-laws, or the rules and regulations shall be grounds for an action to recover sums due or for damages or injunctive relief, or both, maintainable by the Association on behalf of the Association or any owner. Failure to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter.

Annual membership dues shall be three hundred dollars (\$300) per lot or parcel due on January 1 of each year and late if paid after January 15. Also, a capitalization fee of three hundred dollars (\$300) shall also be paid by the purchaser of any lot to the Association at closing. Late fees shall be ten (10%) percent of the amount owing per annum until paid. Each owner shall be personally liable for his or her portion of the dues while he or she is the owner of a lot. In the event that any owner fails to pay any dues, which are passed and levied by the Association on all owners, the unpaid dues shall be a lien upon the property of such owner. The lien may be further evidenced by the recording of an affidavit of the president of the Association stating the unpaid amount and the description of the property against which the dues were levied.

After the commencement of assessment of the dues, BEAVER RUN SUBDIVISION, LLC, and its successors and assigns, covenants and agrees to pay full amount of the dues provided herein for each lot it owns having an occupied residence thereon; provided, however, each lot owned by BEAVER RUN SUBDIVISION, LLC which does not have an occupied residence thereon shall not be subject to any assessments provided for herein.

21. No yard of any lot in the subdivision may be sprigged with grass or seeded for grass purposes after the construction of the residence. Each and every lot as to the front, rear and side yard must be landscaped and sodded rather than sprigged or seeded prior to occupancy.

22. All driveways and/or parking pads shall be paved with concrete. No residence shall be occupied prior to the driveway or parking pad being completed with the hereinabove stated material.

23. A dish antenna or satellite receiving antenna may be constructed or used on any lot or on any structure built on a lot so long as they are not visible from any roadway.

24. Each individual lot owner recognizes that the subdivision lots are in a special tax district in order to provide street lights for which each lot owner will be taxed annually by City of Tifton.

25. The right is specifically reserved by BEAVER RUN SUBDIVISION, LLC, its successors and assigns, to amend, alter, and add to the conditions, restrictions, and limitations imposed herein by subsequent protective covenants, or in any deed to any lot in said subdivision, provided that such condition, restriction or limitation shall be in conformity with the general purposes of the restrictions herein imposed.

IN WITNESS WHEREOF, the said Declarant has caused this Declaration to be duly executed and sealed as of the day and year first above written.

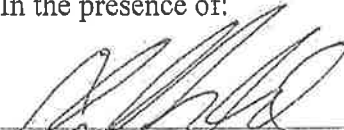
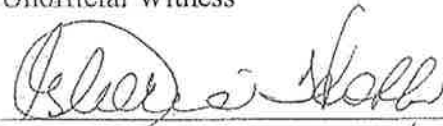
BEAVER RUN SUBDIVISION, LLC

By:



DAVID DELOACH, Managing Member

Signed, sealed and delivered
This 18th day of September, 2019,
In the presence of:


Unofficial Witness
Notary Public

My commission Expires: 10/2/2022

