

REC'D TIFT CO. CLERK'S OFFICE

Date: 09/02/1999

RANCHO SAN ANTONIO, INC. PROJECTIVE COVENANTS

as amended

HUNTERS WOOD SUBDIVISION

Declaration of Covenants, Conditions and Restrictions

This declaration is made this 2nd day of September 1999 by Rancho San Antonio, Inc. a Georgia Corporation hereinafter referred to as 'declarant':

WITNESSETH:

WHEREAS, declarant is the owner of certain real properties located in Tift County, Georgia and being in Land Lot Number 196, 6th Land District as recorded in Plat Book 25, pg. 28;

WHEREAS, declarant desires to put in place and maintain this overall plan for the residential development of the referenced properties as well as other properties proposed for this particular subdivision;

WHEREAS, in connection with such purpose, the declarant hereby subjects the referenced property to the stated 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, Inc. 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 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 but also the maintenance of a wooded, pastoral residential atmosphere whereby no excessive thinning of timber is allowed which would disrupt the privacy provided by existing 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 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 shall be erected, placed or altered on any lot without the prior submission of construction plans and specifications (to include proposed timber removal) to the architectural control committee for its approval. Said committee shall review such plans for quality of workmanship and materials; harmony (including color), of exterior design with existing structures and/or proposed development plans and location with respect to topography and finish grade elevation. No construction of mobile homes, modular housing or prefab/mass

AMENDMENT TO
RANCHO SAN ANTONIO, INC. PROTECTIVE COVENANTS
HUNTERS WOOD SUBDIVISION LOTS 1,2,6,8
AND ALL FUTURE LOTS AS YET UNDEVELOPED

Declaration of amended covenants, conditions and restrictions

This Amendment made this 26 day of August, 1999 by Rancho San Antonio, Inc., a Georgia corporation, hereinafter referred to as "declarant":

WITNESSETH:

Whereas on July 27, 1993, declarant recorded covenants, conditions and restrictions covering certain properties owned by declarant in Land Lot 197, 6th Land District, Tift County Georgia known as Hunters Wood Subdivision. Such covenants are recorded in Deed book 483 pgs. 77-83 in the office of Clerk of the Superior Court of Tift County, Georgia.

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 Hunters Wood Subdivision Lots: 1,2,6,8 and such other properties as may be added to said subdivision. These 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.

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FILED, RECORDED, INDEXED
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Issued to: RANCHO SAN ANTONIO INC
Clerk of Superior Court Tift Co. GA
Gwen C. Pate

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TIFT COUNTY
CLERK'S OFFICE

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GWEN C. PATE
CLERK

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construction homes will be approved. Outbuildings and structures shall be approved by the committee.

IV ARCHITECTURAL CONTROL COMMITTEE (ACC) The Architectural Control Committee, (hereafter, ACC) is composed of Walter Stephens and/or his appointees. In the event of his death or resignation, successors shall be appointed by his direction or in absence of such instructions, the majority of landowners in the subdivision shall have the opportunity to designate a successor. At such time as the lots in this and expansions of this subdivision are sold, then the committee may delegate partial or total control of its functions to a replacement committee composed of democratically elected lot owners. No committee member shall be entitled to compensation.

PROCEDURE FOR APPROVAL - Structure plans and specifications shall be submitted to the committee. Within 30 days of such submission, the Committee shall issue its approval or disapproval. This approval shall be entirely within the discretion of the Committee. The Committee shall be entitled to consider aesthetic considerations in maintenance of the overall development scheme of the subdivision and shall further be advised of and have full control over any proposed timber removal in connection with building.

OR

The ACC may exercise its option to transfer its duties to the Homeowners Association as provided for in section XIV.

DWELLING SIZE: No primary dwelling shall be erected on any lot which shall be smaller than the below minimum square footage for heated and cooled area:

- a) One Story - 2200 Sq. Ft.
- b) 1½ story - 2300 Sq. Ft.
- c) 2 story - 2500 Sq. Ft.

These square footage requirements shall be exclusive of open porches and garages. All proposed out-buildings such as garages, sheds, storage buildings or structures other than the main dwelling shall be subject to the approval of the Architectural Control Committee as per paragraph 4 above.

VI SETBACK REQUIREMENTS: The main structure generally will be centered on each lot. In certain cases, individual restrictions may apply and shall be separately noted. Setback of the home shall be no less than 80 feet from the center line Right of Way (ROW) of streets, 30 feet from side yard property boundaries and 40 feet from rear property boundaries.

VII DEVELOPMENT OF PROPERTY : Construction work shall be completed within one year of startup; landscaping and drive paving shall be completed within three years.

b) After Construction:

1. UPKEEP: Each owner has the duty to maintain the appearance of his lot and all improvements. The ACC 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 -- Dogs shall be limited to no more than three adults per household and shall be confined to the owners property. Any animal considered aggressive shall be removed.
3. DOG HOUSES/PENS must be located in the rear yard and blend with the immediate surroundings. Chain-link pens are allowed only if screened by wood fencing or plantings and painted flat black.
4. GARBAGE Arrangements shall be made by the landowner for garbage and

- refuse disposal and storage in a manner inoffensive to neighbors.
5. VEGETABLE GARDENS shall be less than 1/6 acre, located to the rear of the lot and screened from road view.
 6. All TIMBER REMOVAL other than that required for immediate house construction shall be approved by the ACC. General guidelines shall be that no more than 30% of timber may be removed from the front or road side of house and 50% from the sides and rear.
 7. CLOTHES LINES, WATER WELLS, WATER TANKS, etc. shall be maintained to the side of residence away from the road. EXCEPTION: In those cases wherein conditions dictate that a well be placed in the front yard, such shall be approved by the Architectural Control Committee and shall be constructed and shielded so as to generally blend in with the main structure.
 8. PONDS/POOLS - No ponds may be dug; ground surface swimming pools and tennis courts allowed. No above ground swimming pools unless approved by the ACC.
 9. OUT BUILDINGS - Must be prior approved by the ACC and located to rear of lot.
 10. TRAILERS AS RESIDENCE- No trailers or tents shall be used as a residence. Garages and other outbuildings may be designated as temporary guest houses if approved by the ACC
 11. TEMPORARY STORAGE - Temporary storage buildings are allowed only during construction.
 12. ADVERTISING SIGNS - No advertising signs other than as related to the sale or leasing of the property shall be placed on the lot. Signs relating to sale shall be restricted to the particular lot.
 13. HUNTING - Hunting or discharge of firearms is prohibited.
 14. VEHICLES - No commercial trucks or other commercial type vehicle of greater than one ton size may be stored or long term parked on any lot except in a closed garage or except by specific permission of the ACC and except while engaged in transporting to or from a residence in the Subdivision. Nothing of a commercial nature may be stored in general view of the community.
CAMPERS, TRAILERS, BOATS shall be screened from view or parked inside garages.
ATV's are restricted to the owners' lot.
 15. DOCKS - docks on ponds, prohibited
 16. LAKES- Only battery driven motors on boats allowed. Lakes are for recreational use only. Water withdrawals for irrigation etc. are allowed only with permission of ACC. Emergency withdrawal for fire control etc. is allowed. Lake water levels may be lowered for repair only after all owners residing on such lake have been notified.
 17. LAKE USE - Lakes are the property of adjacent property owners and use of such shall be restricted to waterfront owners and their accompanied guests.
 18. ANTENNAS - Antennas shall be screened from view unless approved by the ACC;
 19. EXTERNAL SECURITY LIGHTS must be approved by the ACC. In general, security lights not attached to the house should be located to

the rear of the house. Front yard lights shall be of the intensity and directed so as not so adversely affect adjoining property. Commercial high intensity lights shall not be approved.

20 FENCING: All proposed fencing shall be approved by the ACC.

General:

a) roadside or property line shall be no higher than 42 inches Roadside and forward 1/2 of side fences to be constructed of stone, brick or wood. The rear half of side fences may be of other material but painted black and suitably screened.

b) No fencing shall be permitted to extend into the lakes; nor shall fencing be permitted on lake side unless it is an integral part of the house and used to enclosed a limited area such as pools or patios.

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

d) Perimeter fence along Brighton Road and Belflower may not be altered without approval of the ACC.

VII COMMON PROPERTY

It is anticipated that at least one area shall be developed into a "Commons" or common use property for the enjoyment and exclusive use of all members of Hunters Wood. This property shall include walking trails, picnic areas and other amenities. When this property is so designated, the ownership, construction, maintenance and liability etc. shall become the province of the homeowners association.

IX ALTERATIONS: Unless a plan of alteration is approved by the ACC no alteration shall be undertaken which has more than an insubstantial effect on drainage patterns or topography.

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

XI ROADWAYS: So long as the roadways remain the property of the declarant and 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. Upon formation of a homeowners associaton, road ownership and subsequent responsibility may be transferred to that organization. However, in the event the declarant conveys the roadway to Tift County, Ga., such expense and responsibility shall cease.

XII UTILITIES: All utility and cable television lines shall be buried.

XIII LOT SIZE: Lots governed by these covenants shall not be further subdivided .

XIV HOMEOWNERS ASSOCIATION: A homeowners association composed of one voting representative from each parcel of property has been formed. Membership in this organization is required. The association is a non-profit corporation that is democrtically governed and provides guidance which determines the quality of structure, environment and quality of life for the community. The organization provides for the responsibility, care and maintenance of community owned amenities and roadways. Membership dues are assessed on the basis of a standard fee for each owner/member. Such is established by the

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Board of Directors and is sufficient to provide for the liability, maintenance and other responsibilities set forth in its' constitution. In the event 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 excessive expense to a landowner without compensating benefits to 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 quality of the development.

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

XVII EXPANSION: The declarant shall have the right to subject additional real property to the conditions, restrictions, covenants, reservations and changes 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 the above 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, it is agreed to change said covenants in whole or in part.

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

RANCHO SAN ANTONIO, INC

by Walter Stephens

(seal) 2082

Signed, sealed and delivered on this 2nd day of Sept, 1999

Gwen C. Pate

Stephanie R. Covington

Notary Public

STEPHANIE R. COVINGTON
Notary Public, TIF County, Georgia
My Commission Expires Oct. 24, 2000

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