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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

CYPRESS LAKES TRAILS

THIS DECLARATION, made on the date hereafter set forth by PANIZZI DEVELOPMENT CORP., A Georgia Corporation, hereinafter referred to as "DEVELOPER".

W I T N E S S E T H :

WHEREAS, the DEVELOPER is the owner of certain real property situated in Lowndes County, Georgia, as evidenced by Plat Book 36, at Page 18, of the Public Records of Lowndes County, and

WHEREAS, the DEVELOPER desires to subject portions of said real property to the provisions of this Declaration and to provide for the extension of the provisions of this Declaration to other adjoining properties.

ARTICLE I: DEFINITIONS

1. "Association" shall mean and refer to CYPRESS LAKE TRAILS OWNERS ASSOCIATION, INC., a Georgia corporation not-for-profit.

2. "Common Area" shall mean all real property, including the improvements located thereon, which is owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of and upon recording of this Declaration shall consist of all street rights-of-way, drainage retention areas and drainage, utility and bridle easements, as more particularly described on the Plat of CYPRESS LAKES TRAILS as recorded in Plat Book 36, Pages 18 of the Public Records of Lowndes County, Georgia. Additional real and personal property or interest therein may be conveyed by DEVELOPER to the Association as Common Area, from time to time, by Deed from DEVELOPER to the Association or by amendment to this Declaration pursuant to Article VIII hereof and upon such amendment or deed being recorded such property shall become Common Area subject to all of the conditions, limitations and provisions hereof. It is the stated intention of the DEVELOPER that all common areas and recreation facilities of Phase II & III shall be in addition to the Common areas listed in Phase I herein and that all lot owners in Phase II & III shall be entitled to gain access by use of roadways and other common areas of Phase I. Likewise, owners of lots on Phase I shall be entitled to make use of all roadways and other common areas located in Phase II & III.

3. "Developer" shall mean and refer to PANIZZI DEVELOPMENT CORP., and any successor or assign to whom Developer shall specifically transfer or assign its rights under this Declaration.

ARTICLE II: OWNERS' RIGHTS IN COMMON AREAS

1. Every owner shall have the right and easement of enjoyment in and to the Common Areas and facilities which shall be appurtenant to and pass with the title of every Lot, subject to the following provisions:

- a. The right of the Association to promulgate reasonable rules and regulations respecting use and enjoyment of the Common Area or any portions thereof in accordance with the provisions of the Association's By-Laws.
- b. The right of the Association to charge reasonable fees for the use of any Common Area facility now or hereafter situated or constructed upon the Common Areas, inclusive of roads.
- c. The right of the Association to suspend the right to use the Common Area, other than the roads, by an Owner for any period during which any assessment against that Owner's lot, remains unpaid, and for any infraction by an Owner of the Association's published rules and regulations for the duration of the infraction and an additional period thereafter not to exceed sixty (60) days.
- d. The right of the Association to grant easements upon, across, over and under the Common Area for ingress, egress, installation, replacement, repair and maintenance of all utilities, including, but not limited to electric, water, sewer, gas, cable television and telephone utilities.
- e. The right of the Association to dedicate or transfer all or any portion of the Common Area to any public agency, authority or utility for the purpose and subject to such condition as may be agreed to by the Association, but provided that no such dedication or transfer shall be effective unless made in accordance with the provisions of the Association's By-Laws respecting the same. The right of the Association to dedicate or transfer all or portions of the Common Area granted in this paragraph (e) shall be in addition to and shall not constitute a limitation upon the right to grant easements on, over, under or across the Common Area provided in paragraph (d), above.

2. Declaration of use. Any Owner may delegate his or her right of enjoyment of the Common Area and facilities to the members of his or her family, tenants, social and business invites and contract purchasers in possession, subject to such conditions, limitations and restrictions respecting the manner and extent of delegation of an Owner's right of enjoyment to the Common Areas as may be contained in the Association's published Rules and Regulations respecting the same.

2. Voting rights in the Association shall be determined by one vote per lot. When more than one person holds an interest in a lot, all such persons shall be members but the vote for such lot shall be exercised by one of their number whom they shall designate to cast the vote represented by each Lot, and their election shall be furnished in writing to the Secretary of the Association at or prior to any meeting which a vote of the membership of the Association is to be taken and such designation shall remain as stated until amended or modified in writing by the present Owners or subsequent Owners of said Lot.

3. Every record title Owner who's property shall border onto CYPRESS LAKE shall by ownership of said Lot become a member of the Association known as CYPRESS LAKES OWNERS ASSOCIATION INC. Membership shall be appurtenant to and may not be separated from ownership. Fishing will be allowed by all members of CYPRESS LAKES OWNERS ASSOCIATION INC. However, no trapping, netting, spear fishing or shooting of fish shall be allowed in Cypress Lakes and all member users will be required to abide by the rules and regulations of the State of Georgia Fish and Game Commission. Each Owner of a Lot agrees to abide strictly by the by-laws, rules and regulations which will be passed from time to time by this Association, as they may be lawfully amended or modified from time to time, and with the covenants, condition, 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 this Association for the Maintenance, protection and operation of any amenities or Common areas on the property owned or operated by the Association. The Covenants for Assessment as of Article IV shall also apply for this Association.

#### ARTICLE IV: COVENANTS FOR ASSESSMENTS

1. Creation of Lien Rights and Personal Obligation for Assessments. The DEVELOPER, for each Lot owned within the development, hereby covenants, and 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 maintenance assessments or charges, and (2) special assessments for capital improvements, and (3) property tax assessments for all real property taxes on the Common Areas, such assessments to be established and collected as hereinafter provided. The annual maintenance, special and property tax assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, cost, and reasonable attorney's fees, shall also be 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. No Owner

3. Procedures for Assessments. The Board of Directors, in accordance with the Articles of Incorporation and By-Laws of the Association shall fix the date for commencement of any annual or special assessment at least thirty (30) days in advance of such date and shall, at that time prepare a ledger of the Properties and the assessments applicable thereto which shall be open to inspection by any Owner during regular business Hours. In addition, written notice shall be sent to each Owner subject thereto.

4. Effect of Nonpayment of Assessments: Remedies of Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate determined by the Board of Directors and specified in the notice of such assessment. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot against which such assessment was made.

5. Limitation Upon Assessments. Notwithstanding the provisions hereinabove and the provisions of the Association's By-Laws respecting Annual Assessments and the determination of the amounts thereof, DEVELOPER specifically covenants and agrees and each Owner covenanted and agreed with the DEVELOPER that:

a. The aggregate amount of the annual and special assessments for the calendar year 1992 levied upon any lot by the Owner rather than the DEVELOPER shall not exceed \$200.00.

b. The aggregate amount of the annual and special assessments for the calendar year 1993 levied upon any lot owned by an Owner rather than the DEVELOPER shall not exceed \$220.00

c. DEVELOPER shall be excused from paying any Annual or Special Assessments levied for any lots the DEVELOPER owes if such lots are vacant.

#### ARTICLE V: COVENANT FOR CONTINUED MAINTENANCE OF ROADS IN CYPRESS LAKES TRAILS

The roads in the subdivision as shown on the plat thereof recorded at Plat Book 36, Page 17, of the Public Records of Lowndes County, Georgia are a portion of the Common Area required to be repaired and maintained by the Association. The DEVELOPER for each lot in CYPRESS LAKES TRAILS, hereby covenants, and each Owner of any lot by acceptance of the deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to maintain said roads by payment of such assessments for this purpose as provided by Article IV above.

#### ARTICLE VI: ARCHITECTURAL CONTROL

No building, fence or other structure shall be erected, placed or altered on any lot in the Development until the building plans, specifications, exterior color and finish, plot and site plans (showing the proposed location of such building or structure, drives and parking area) and construction schedule

One copy of all plans and related data shall be furnished to the DEVELOPER for its records. In the event the DEVELOPER fails to approve or disapprove such plans within thirty (30) days after same have been submitted to it, as required herein, the approval of the DEVELOPER shall be presumed and the provisions of this Article shall be deemed to have been complied with.

For the purpose of implementing and administering the provisions of this Article, The DEVELOPER shall, acting by and through it's Presidents, appoint an Architectural Control Committee, to be composed of not less than three or more than five members. Such Architectural Control Committee may designate one of its members to act in its behalf for the purpose of giving or receiving documents required herein and for the purpose of giving or receiving notices, but all decisions of approval or disapproval of plans, specifications and related matters shall be made by majority vote of the said committee.

#### ARTICLE VII: GENERAL BUILDING RESTRICTIONS

1. Single Family Structures Only. No building or structure of any kind other than single family dwelling shall be erected on any Lot in the development, except that swimming pools and other recreational facilities for the exclusive use of the occupants and their guests may be constructed in conjunction with the dwelling and following approval of the Architectural Control Committee. Except when being used temporarily by the Contractor for initial construction purposes, no mobile home shall be permitted on any Lot nor used for residential purposes, either temporarily or permanently. Both temporary and permanent occupancy shall be allowed only in permanent buildings designed for residential occupancy.

2. Garages, Accessory Buildings, Barn and Driveways. Each home must contain a garage no smaller than 22 feet by 22 feet. One guest house, one accessory building, which may include a detached private garage and/or servant's quarters and one horse barn. The Architectural Control Committee would ask that said buildings be built in the same architectural style as the main residential home.

3. Square Footage. No dwelling shall be constructed on any Lot in the development which shall contain less than 1,600 square feet of heated space. In case of a two story dwelling, the first floor shall be a minimum of 1,400 square feet, of heated living space with a minimum of not less than 2,000 square feet of heated space.

4. No part of any building, structure, wall or swimming pool shall be constructed nearer than sixty (60) feet from the front property line, nor nearer than forty (40) feet to any side street, interior lot line, or rear property line except that when any two or more adjacent lots are held in one ownership and a residence is built thereon in compliance with the other restrictions set forth herein, in such cases, such set back requirements may be ignored and the actual boundaries of ownership used in lieu thereof and thereafter such ownership

## ARTICLE VIII: LAND USE

1. Exclusion for Business Purposes. No trade, business, service, professional care instructions or manufacture of any kind or nature whatsoever, shall at any time be conducted on any of the Lots in this development, nor shall any building be erected thereon to be used for such purpose, with the exception of instructing and keeping horses for third parties.

2. Nuisances. No activity shall be conducted on any Lot which may be or become an annoyance or nuisance to the remaining occupants of the development.

3. Signs. No signs of any character shall be displayed or placed on any part of the property of any Lot except for "For Rent" or "For Sale" signs, referring only to the premises on which displayed and not to exceed six (6) square feet and one sign per Lot with the exception of a property identification sign not to exceed 15 square feet, this sign may be of wood construction only, and MUST have Architectural Committee approval.

4. Maintenance. All Lots, tracts or parcels in the development shall be kept in a good and reasonable state of repair and appearance, as comparable to similar developments in the surrounding area and no waste or damage to the premises shall be allowed to continue unremoved or unrepaired. Any Lot Owner shall have thirty (30) days from the date of written notice from the Board of Directors or the Architectural Control Committee as to a lack of maintenance and if reasonable steps are not taken within that time period to correct the condition, the Association shall be entitled to undertake corrective measures with the reasonable cost thereof to be an obligation of the Lot Owner in accordance with the Assessment and Lien Procedure set forth elsewhere herein. No owner, tenant or occupant shall burn his pasture without first notifying all property owners in CYPRESS LAKES TRAILS and taking prudent precautions against the spread of fire.

5. Animals. No animals shall be kept or maintained on any Lot except (a) horses. The number of horses kept on any Lot shall not exceed one horse (excluding foals at side) for each acre of the Lot under fence, and (b) conventional household pets (cats, dogs), and then only in such number as not to constitute a hazard, nuisance, or annoyance to the owners of the adjoining lots. All animals permitted to be maintained on any lot shall be kept contained on and within the Owner's property and shall be permitted on the road right-of-way or Common Areas ONLY when under restraint. The DEVELOPER shall be except from this restriction in that he will be permitted to run cattle on the Lots not sold.

6. Vehicles. Only one trailer, utility trailer, van house

8. Storage and Storage Facilities. Horse trailers, motor homes, boats, trailers, tractors any other motorized vehicle to be kept upon a Lot shall be maintained in an area of the Lot so as to restrict visibility from any street and any storage facility to be used for storage thereof shall be erected after prior approval by the Architectural Control Committee.

9. Fencing. In the event any Owner desires to fence his Lot, the fencing facing any road shall be creosote or pressure treated 1 X 6, 3-board, wood fencing. Fencing on other Lot lines (not facing communal areas or roads) may be either mesh wire with creosote or pressure treated 1 X 6 top rail or creosote or pressure treated 1 X 6, 3-board, wood fencing. Where any fence faces an adjoining Lot it shall be set back 7 1/2 feet from the Lot line. (an exception to the 7 1/2 feet setback will be permitted if both lot Owners mutually agree on a common fence line). Creosote and pressure treated wood shall be painted black.

10. Wildlife Sanctuary. CYPRESS LAKES TRAILS shall be a wildlife sanctuary and no hunting or molestation of birds, animals or other wildlife (with the exception of fish) shall be permitted on any lots subject to these restrictions.

#### ARTICLE IX: GENERAL RESTRICTIONS

1. Enforcement. if any person or persons owning or claiming a Lot in said Development shall violate or attempt to violate any of the restrictions herein contained, it shall be lawful for any other person or persons owning property in said Development, for the DEVELOPER, its successors or assigns, to prosecute any proceedings at law or in equity against such person or persons violating or attempting to violate any such restrictions either to prevent him or them from doing so or to recover damages for such violation.

2. Amendments. The right is reserved by the DEVELOPER and its, successors, to amend these covenants and restrictions for the purpose of correcting any ambiguity or inconsistency between the provisions hereof or to better promote the general purposes of said restrictions and other provisions hereof, and other and further covenants, conditions or restrictions may be imposed by contract, deed or other instrument applicable to any part or Lot of said Development.

3. Severance. Invalidation of any one of these covenants or any part thereof by judgment of court order shall in no way affect any of the other provisions which shall remain in full force and effect.

4. Duration. This Declaration shall continue in force from the date of this instrument until Jan. 17, 2002, at which time, these Declarations shall be automatically extended for successive periods of ten (10) years, unless earlier terminated, amended or modified by a vote of not less than two-thirds (2/3) of the membership of the Association at any special or regular meeting of the Association. Any such amendment or modification of these covenants, conditions and restrictions shall be in accordance with the provisions of the Association's governing documents.

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AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CYPRESS LAKES TRAILS

THIS DECLARATION OF AMENDMENT made on the 22 day of July, 1993 by Panizzi Development Corporation, A Georgia Corporation, hereinafter referred to as "DEVELOPER".

W I T N E S S E T H:

WHEREAS, the DEVELOPER is the owner of certain real property situated in Lowndes County, Georgia, as evidenced in Plat Record Book 36 Page 18 of the Lowndes County Deed Records.

WHEREAS the DEVELOPER desires to amend the Declaration of Covenants dated January 17, 1992 and recorded in Deed Book 864, page 281 in the Office of the Clerk of Superior Court of Lowndes County, Georgia, and

WHEREAS the DEVELOPER desires to subject the additional portions of said real estate to the provisions of this Amendment so that Article VII, Paragraph 3 of said Declarations shall read as follows:

"Square Footage. No dwelling shall be constructed on any Lot in the development which shall contain less than 2,000 square feet of heated space. In case of a two story dwelling, the first floor shall be a minimum of 1,600.00 square feet, of heated living space with a minimum of not less than 2,000 square feet of heated space overall."

PANIZZI DEVELOPMENT CORPORATION

Signed, sealed and delivered in the presence of:

By: [Signature] President

[Signature] Witness

Attest: [Signature] Secretary

Notary Public

Notary Public, Lowndes County, Georgia Commission Expires August 1995



Georgia, Lowndes County Filed July 22, 1993 3:35pm M, Recorded July 23, 1993 Dead Book 1003 Page 346 [Signature] Clerk