

DECLARATION OF RESTRICTIVE COVENANTS

GEORGIA, LOWNDES COUNTY

WHEREAS, CYPRESS LAKES DEVELOPMENT, INC., (hereinafter sometimes referred to as "Developer") of Lowndes County, Georgia, is the owner of the following described property, to-wit:

Phase IV of Cypress Lakes. See Exhibit "A" attached hereto for complete description of the property.

WHEREAS, the said owner is developing the above-described property for sale as residential lots; and

WHEREAS, in order to insure the orderly development of said 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, for and in consideration of the premise and of the benefits to be derived by CYPRESS LAKES DEVELOPMENT, INC. and each and every subsequent owner of any of the lots in said subdivision, the said CYPRESS LAKES DEVELOPMENT, INC. does hereby set up, establish, promulgate and declare the following protective covenants to apply to all of said lots and to all persons owning said lots, or any of them, hereafter. These protective covenants shall become immediately effective and run with the land and shall be binding on all persons claiming under and through the said present owner until twenty (20) years after the date hereof, at which time such covenants shall automatically be reinstated and reestablished for successive periods of ten years each, unless terminated by majority vote of the then lot and parcel owners, who shall evidence such vote by filing appropriate documents upon the deed records of

Lowndes County, Georgia, with the owner of each lot or parcel having the right to one vote per lot or parcel.

(1) EASEMENTS. CYPRESS LAKES DEVELOPMENT, INC., reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right of way, over and under the ground to erect, maintain, and use electric and telephone poles, wires, cables, conduits, sewers, water lines and mains, and other suitable equipment for the conveyance and use of electricity, telephone, gas, sewage, water or other public conveniences or utilities on, in or over the rear ten (10) feet and front twenty (20) feet of each lot and ten (10) feet along each side of each lot and such other areas as are shown on the plat of the subdivision. These easements expressly include the right to cut any trees or bushes, et cetera, to grade ditches and similar action reasonably necessary to provide economical utility installation, including the right to spray pesticides and herbicides as necessary to control pests and weeds.

(2) SINGLE FAMILY RESIDENCE. All lots shall be used for single family residential purposes. No residence, other than one single family residence not to exceed two and one-half stories in height shall be erected upon any lot. Each single family residence may have attached thereto a private garage for not more than three (3) automobiles. No storage sheds will be permitted on lots. More than one (1) platted lot may be combined and used as the site for a single residence and owners adjoining a vacant lot may subdivide the vacant lot between them thereby increasing the size of their respective lots. When a lot is so subdivided it shall thereafter continue, for all purposes of these restrictions to be a portion of the lot so increased in size and the size of such increased lot or parcel may not thereafter be decreased in size.

(3) MINIMUM GROUND AREA FOR RESIDENCE. No residence shall have a heated floor plan of less than 2,000 square feet. For homes that are more than one story high, the first (main) floor must have a heated floor space of not less than 1,500 square feet.

(4) ARCHITECTURAL CONTROL COMMITTEE. No residence, building, fence or other structure, including but not limited to a moveable or permanent utility or other buildings, walk, drive, tennis court, or swimming pool, shall be built, erected, placed or altered on any lot in the subdivision until the building plans, specifications, exterior color and finish, plot and site plans (showing the proposed location of such building or structure, or improvements) and construction schedule have been approved in writing by the Architectural Control Committee 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 the Architectural Control Committee may be based upon any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Architectural Control Committee shall be final and conclusive. No alterations in the exterior appearance of any building or structure shall be made without like approval. In the event the Architectural Control Committee fails to approve or disapprove such plans within thirty (30) days after the same have been submitted to it, as required herein, the approval of the Architectural Control Committee shall be presumed and the provisions of this paragraph shall be deemed to have been complied with.

For the purpose of implementing and administering the provisions of this paragraph, CYPRESS LAKES DEVELOPMENT, INC. shall, acting by and through its President, appoint an Architectural Control Committee. All decisions of approval or disapproval of plans, specifications and related matters shall be made by majority vote of the said committee.

All plans are to be submitted to Giovanni Panizzi, who will advise the Architectural Control Committee on the desirability of the project.

(5) (A) ARCHITECTURAL GUIDELINES FOR NEW RESIDENCES.

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 bails, if different from developers' erosion control plan.
- (2) Architect drawn floor plan to include gross heated areas shown in square feet.
- (3) Architect drawn elevations of front, rear and side of proposed residence.
- (4) Architect drawn 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 the builder of the residence. Builders shall be approved or denied in the sole discretion of the Architectural Control Committee.

(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, colors and roof additions such as solar devices, skylights and dormers shall all be harmonious with the existing conditions and overall building design. Use of heavy duty and substantial materials are encouraged. Avoidance of shiny or other materials that detract from the home and its surroundings is encouraged. The roof is a major design element of the home and should be viewed as a three-dimensional sculpture compatible with the land around it. A minimum of an 8 & 12 pitch is mandatory. On shorter spans; a 9 & 12 or 11 & 12 is suggested. 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 the overall architectural design. Only architectural shingles are pre-approved, any other type of roofing material must be submitted to the Architectural Control Committee who shall in its sole discretion refuse or approve such material.

(D) WALLS. Materials and finishes shall be implemented that compliment the structure's design and are harmonious with other homes in the neighborhood. Residences must be constructed of stucco, dryvit, brick finish or any other material deemed appropriate by the Architectural Control Committee, and under no circumstances shall be comprised of exposed concrete block. No approved siding material shall be used without a brick/stone skirting covering at least the front of the house and both sides of the house. (No vinyl siding or aluminum siding is acceptable except for the soffit area.)

(E) GARAGES. No accessory building shall be allowed, only fully enclosed garages are allowed. No garage doors shall face a street with the exception of lots that are corner lots, in which case the garage door will face the lesser of the two streets. Each home shall contain a garage no smaller than 22 ft by 22 ft with no less than two 7 ft by 9

ft or one 7 ft by 16 ft overhead door. 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 wind screens or alternate approved chimney cap.

(H) FENCES, WALLS AND HEDGES. No fences, walls or hedges will be permitted without prior written approval of the Architectural Control Committee as to the location and type of construction.

(6) PROPERTY OWNERS ASSOCIATION. Each owner of one or more lots shall be a member of the Property Owners Association after the same is set up by the Developer. The Association will be organized and shall exist for the benefit of all property owners in Cypress Lakes Phases I, II, III, IV, Cypress Trails Phase I lots which front on the lake, and eventually Cypress Lakes phases V and VI. The owners shall be entitled to one vote per lot or parcel owned on all matters pertaining to the Association including the 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 this Declaration and in the by-laws 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 and every occupant of a lot agrees to 1) abide strictly by the by-laws, rules and regulations 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 the covenants, conditions, and restrictions set forth in this Declaration and in the deed to his or her lot, if any; and 2) to promptly pay any and all dues which may be levied from time to time by the Association for the maintenance, protection and operation of any amenities or common areas on the Property owned or operated 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, the By-Laws or the rules and regulations of the Association shall be grounds for an action to recover monetary damages or injunctive relief, or both, maintainable by the Association on behalf of the Association, or in a proper case, by an aggrieved owner. The failure of the Association or any owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter.

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, setting forth the unpaid amount and the description of the property against which the dues were levied. Any unpaid dues shall bear interest at the rate of twelve percent (12%) per annum until paid.

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

(7) CUTTING OF TREES. No living tree more than 5 inches in diameter shall be cut on any of the lots without the written consent of the Architectural Control Committee or its successors. Any lot owners who violate this provision through their own acts, or through their agent's acts, shall pay a \$1,000.00 penalty per tree to the Architectural Control Committee plus any court costs, attorney fees, or other costs incurred by the Architectural Control Committee or CYPRESS LAKES DEVELOPMENT, INC., its successors or assigns, or other lot owners or parties that may bring any action against the violator to enforce the provisions of this paragraph.

(8) OFF STREET PARKING. The owner of each improved lot or lots shall provide an off-the-street parking area on his lot for his own vehicles and at least two additional vehicles. There are to be no open carports.

(9) HIDDEN SERVICE COURT. If a service court or drying yard area is desired, then it shall be hidden from view from any adjacent street and adjoining lot, and must be approved by the Architectural Control Committee prior to erection or construction, and constructed so as to provide space for garbage and trash cans, wood piles, clothes drying area and other similar usage.

(10) NUISANCES.

(A) There shall not be erected, constructed, permitted, committed, maintained, used or operated on any of the lots any nuisance of any kind or character.

(B) Except building materials during the course of construction on each site, no trash, rubbish, garbage, debris or other similar materials shall be deposited on the surface of any lot, and all such materials shall be handled in accordance with Section 27 of this Declaration.

(C) No noxious or offensive activity shall be carried on upon any lot in said subdivision, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

(D) No parking of commercial vehicles, buses or trailers shall be permitted on streets or lots except during construction and thereafter only for delivery or pickup. Boat trailers not exceeding 18 feet in length may be parked in an enclosed garage and must not be visible from the street.

(E) No livestock or live fowl or other animals of any kind, shall be kept upon any lot except cats and dogs not exceeding (2) in number of either on any one lot without the written consent of CYPRESS LAKES DEVELOPMENT, INC. or its successors and assigns. No dogs or cats may be kept on any lot and bred or maintained for any

commercial purpose. Moreover, no animal shall be kept on any lot in such a manner as to create a nuisance or disturbance to the other lot owners.

(F) No Dog pens of any type will be allowed; additionally no dog or other animal shall be tied or leashed to any structure, post or tree. Dogs will not be allowed to roam free, but must be kept within the owner's lot or house. Furthermore any dog or dogs must be kept in the rear yard.

(G) CYPRESS LAKES DEVELOPMENT, INC. reserves for itself and its successors the right to care for vacant and unimproved and unkept lots in said subdivision, to remove and destroy tall grass, undergrowth, weeds and rubbish therefrom and any unsightly or undesirable thing therefrom, and perform any labor necessary or desirable, in its judgment to maintain the property neatly and in good order, and the cost of such maintenance will be paid by the owner of said lot or lots to CYPRESS LAKES DEVELOPMENT, INC. as well as any court costs, attorneys fees, and other expenses related to the enforcement of this provision. This reservation shall not constitute an obligation on the part of CYPRESS LAKES DEVELOPMENT, INC. or its successors to perform any of the acts mentioned above.

(11) OIL AND MINING OPERATIONS. No oil drillings, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or under 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, permitted or maintained upon any lot.

(12) LOT USE. No portion of any lot, other than that covered by buildings approved as hereinbefore specified, shall be used for any purpose other than that of a

lawn; nothing herein contained, however, shall be construed as preventing the use of the same for walks, drives, private swimming pools, and other appropriate private facilities as long as approval is obtained from the Architectural Control Committee. No vegetables or grains of the ordinary garden or field variety shall be grown on a lot without the approval of CYPRESS LAKES DEVELOPMENT, INC. No weeds, underbrush or other unsightly objects shall be placed or permitted to remain anywhere on a lot.

(13) TEMPORARY RESIDENCE. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on a lot or parcel shall at any time be used as a residence temporarily or permanently.

(14) VEHICLE STORAGE. No motor homes, campers, camper-trailers, boats, boat trailers, or other recreational vehicles, and no trucks exceeding $\frac{3}{4}$ -ton, shall be kept or stored on any part of any of said lots except (i) within an enclosed garage or (ii) at a location on the lot which shall be so placed and screened, and kept, so as not to be visible from any street or lot within the subdivision or adjacent to the subdivision. Any fencing or screening for such vehicle shall require the prior approval of the Architectural Control Committee.

(15) SET BACK LINES. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat. No residential building shall be located nearer than 15 feet to an interior lot line. No headwall (earth leveling cut) will be allowed nearer than 5 feet from the property line, any other provision contained herein notwithstanding, and any headwall placed on said lots shall be constructed of common brick. The lot owner shall

be responsible for erosion control and costs should repairs to the headwall be deemed necessary by the Architectural Control Committee.

(16) FISHING. Fishing will be allowed by all property owners; however, each lot owner is limited to two (2) guests per outing. No trapping, netting, spear fishing or shooting of fish shall be allowed in Cypress Lakes and all residents and guests will be required to abide by the rules and regulations of the State of Georgia Fish and Game Commission and any other rules or regulations that may from time to time be issued from CYPRESS LAKES DEVELOPMENT, Inc. for the betterment and enjoyment of all.

(17) OUT BOARD MOTORS. Out board motors may be used on fishing boats, but at no time will motors exceeding twenty-five horse power be allowed. Boats or Pontoon Boats are not to exceed 18 feet in length. All boats and other water vehicles will observe a no wake speed at all times. No knee boards, wave runners, jet skis or water skiing will be allowed at any time.

(18) MAILBOXES. Only two types of mailboxes will be allowed, a metal frame type that will be supplied by the Developer at cost to the homeowner or a brick mailbox as specified by the Architectural Control Committee.

(19) COMMUNITY ENTRANCE. CYPRESS LAKES DEVELOPMENT, INC. will provide a community entrance to Cypress Lake for the use of all property owners in the subdivision.

(20) COMMON ENTRANCE. No property owner will be allowed to exit his or her property directly via Loch Laurel Road with the exception of the common entrance to the subdivision provided by CYPRESS LAKES DEVELOPEMENT, INC.

(21) SUCCESSORS. As used in this instrument "successors or assigns" of CYPRESS LAKES DEVELOPMENT, INC. shall mean and include any person, firm or corporation which shall hereafter succeed to the interests of CYPRESS LAKES DEVELOPMENT, INC.

(22) OPERATION OF MINI-BIKES, ET CETERA. The operation of mini-bikes, three wheelers, four wheelers, go-carts, and motorcycles of any type on any of the said lots is hereby prohibited.

(23) COVENANTS RUNNING WITH THE LAND. 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 period or periods of time above prescribed herein.

(24) ENFORCEMENT OF COVENANTS. Should any future owner of one or more of 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.

(25) SEVERANCE. Should any one or more of these said 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.

(26) SIGNS. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale.

(27) GARBAGE AND OTHER WASTE. 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 equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(28) YARD SODDING. The front yard and both sides of every lot must be sodded before occupancy.

(29) DRIVEWAYS. All driveways and/or parking pads shall be paved with concrete or such other solid material approved by the Architectural Control Committee. No residence shall be occupied prior to the driveway or parking pad being completed with the hereinabove stated material.

(30) TV ANTENNA. No television antenna, dish antenna or satellite receiving antenna may be constructed or used on any lot or on any structure built on a lot without the written approval of the Architectural Control Committee.

(31) EROSION CONTROL. Prior to construction the lot owner and/or builder shall install silt screens as per the developers erosion control plan; and in the event the property owner fails to provide the same after notice from the Architectural Control Committee, then the Architectural Control Committee can install silt screens and the lot

owner will be responsible for the expense of the same; and, furthermore, the lot owner shall be responsible for all court costs, attorney fees, and other expenses related to the enforcement of this provision.

(32) GARAGE SALES. No garage or yard sale shall be permitted on any lot or street in the subdivision, unless approved by the Architectural Control Committee.

(33) COMMERCIAL BUSINESS. No lot or residence located thereon shall be used for any trade or commercial purpose whatsoever. No "home business" or "home day care" shall be allowed either with or without a special exception.

(34) BUY BACK The developer herein reserves the right and option to repurchase any lot in the event that the owner does not initiate construction of a dwelling unit within two (2) years from the date of purchase. The purchase price will be the original purchase price plus interest from date at two percent 2% per annum. "Initiate construction" means obtaining a building permit, installing a foundation, and proceeding with construction in a reasonable manner so that dwelling unit construction is complete within thirty eight (38) months from the date of the sale of the lot by Cypress Lakes Development, Inc.

(35) AMENDMENTS. The right is reserved by CYPRESS LAKES DEVELOPMENT, INC. and its successors or assigns 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 and well being of the subdivision and the lot owners therein. Restrictions and other provisions, further covenants, and conditions may be imposed by contract, deed or other instrument applicable to any part or lot of the said subdivision.

(36) STREET LIGHTS. Each individual lot owner recognizes that the subdivision lots will be in a special lighted tax district for which the County will tax lot owners annually according to the value of improvements charged to their lots. This provision permits the County at a later date, at the County's option, to assume responsibility of the subdivision's street lights.

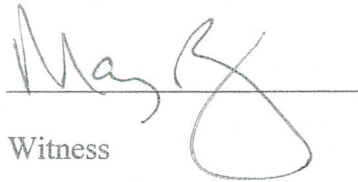
IN WITNESS WHEREOF, the undersigned CYPRESS LAKES DEVELOPMENT, INC. has caused this instrument to be executed by its duly authorized officers and its corporate seal hereunto affixed on this ____ day of June, 2006.


Signed, sealed and delivered

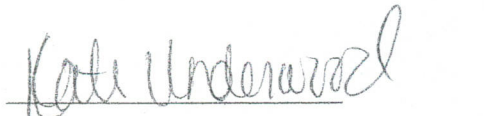
CYPRESS LAKES DEVELOPMENT, INC.


In the presence of :

seal


Witness

by: 
President


NOTARY PUBLIC FOR GEORGIA

Attested: 
Secretary/treasurer