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LOWNDES COUNTY, GA
FILED IN OFFICE

167086 RESTRICTIVE COVENANTS

DEED BY Holmes PG 296

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GEORGIA, LOWNDES COUNTY

[Signature]
CLERK OF SUPERIOR COURT

WHEREAS, MATERA INVESTORS, INC., of Lowndes County, Georgia, is the owner of the following described property, to-wit:

See Exhibit "A" attached hereto.

PHASE III
SUB-DIVISION

WHEREAS, the said owner is developing the above-described lots 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 MATERA INVESTORS, INC. and each and every subsequent owner of any of the lots in said subdivision, the said MATERA INVESTORS, 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. MATERA INVESTORS, 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 and/or quarters for domestic servants. More than one (1) plated lot may be combined and used as the sight 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 1,800 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 COMMITTEE. No residence, building, fence or other structure, including but not limited to a satellite dish, moveable or permanent utility or storage buildings, walks, drives, tennis courts, cabanas, or swimming pools, 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 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, MATERA INVESTORS, 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 silk screens and hay bails.
- (2) Floor plan to include gross heated areas shown in square feet.
- (3) Elevations of front, rear and side 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. Use of heavy duty and substantial materials are 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 around it. A minimum of a 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 overall architectural design. Only architectural shingles are approved, any other type of material must be submitted to the Architectural Control Committee who shall in it's sole discretion refuse or approve such material.

(D) WALLS. Use materials and finishes that compliment the design and are harmonious with other homes in the neighborhood. Residences must be constructed of wood, stucco, dryvit 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, stucco, dryvit or otherwise previously approved material. No approved siding material shall be used without a brick 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 wit no less than two 7 ft by 9 ft or one 7 ft by 16 ft overhead door. The use of automatic or remote garage door operators will insure that the visual control and security aspect of this guideline is fulfilled. Each home shall have a hard surface (concrete or asphalt) 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 exists for the benefit of all property owners in the subdivision, 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 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 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 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 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 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 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 MATERA INVESTORS, 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) ON 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) No trash, rubbish, garbage, debris or material shall be deposited on any lot, except building materials during the course of construction on each site.

(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, trucks, trailers, or motor homes 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 MATERA INVESTORS, INC. or its successors and assigns. No dogs or cats may be kept on any lot and bred or maintained for any commercial purpose.

(F) MATERA INVESTORS, 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 MATERA INVESTORS, 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 MATERA INVESTORS, 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, tennis courts, 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 MATERA INVESTORS, INC. No weeds, underbrush or other unsightly objects shall be placed or suffered 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) RECREATIONAL VEHICLE. All motor homes, campers, and other recreational vehicles shall be kept, garaged or stored in such manner that the same cannot be seen from the streets or roadways.

(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. In any event, no building shall be located on any lot nearer than 40 feet to the front lot line, or nearer than 40 feet to an side street line. No residential building shall be located nearer than 15 feet to an interior lot line.

(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 to any other rules or regulations that may from time to time be issued from Matera Investors 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. No mailboxes shall be installed until they are approved by the Architectural Control Committee.

(19) COMMUNITY ENTRANCE. MATERA INVESTORS, 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 MATERA INVESTORS, INC.

(21) SUCCESSORS. As used in this instrument "successors or assigns" of MATERA INVESTORS, INC. shall mean and include any person, firm or corporation which shall hereafter succeed to the interests of MATERA INVESTORS, 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) FRONT YARD SODDED. 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 asphalt or concrete. 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. If the Architectural Control Committee so requests, prior to construction, or during construction, the lot owner shall install a silkscreen in order to control erosion; 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 a silkscreen 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) AMENDMENTS. The right is reserved by MATERA INVESTORS, 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.

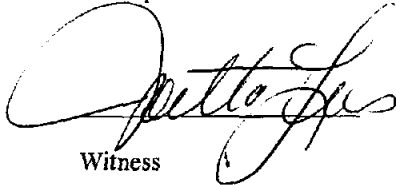
(33) STREET LIGHTS. Each individual lot owner recognizes that the subdivision lots are in a special tax district in order to provide street lights for which each lot owner will be taxed annually by Lowndes County according to the value of the said improvements charged to their lot.


IN WITNESS WHEREOF, the undersigned MATERA INVESTORS, INC. has caused this instrument to be executed by its duly authorized officers and its corporate seal hereunto affixed on this 27 day of January, 1999.

Signed, sealed and delivered


MATERA INVESTORS, INC.

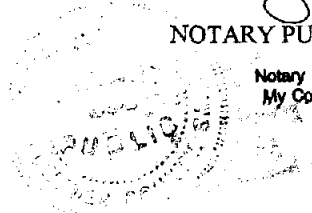
In the presence of:


Witness

by:  seal
President


NOTARY PUBLIC FOR GEORGIA

Attested: 
Secretary/treasurer



Notary Public, Lowndes County, Georgia
My Commission Expires May 18, 2001

EXHIBIT "A"

All that tract or parcel of land situate, lying and being in Land Lot 121 of the 16th Land District of Lowndes County, Georgia, and being more particularly described as being all of Lot Nos. 39, 40, 41, 52, 53, 54, 55 and 56 of Cypress Lakes Subdivision, Phase III, Section I, according to that certain map or plat of survey thereof recorded in Plat Cabinet A, Page 908 of the records of the Clerk of the Superior Court of Lowndes County, Georgia, to which map or plat of survey and the record thereof reference is hereby made for all purposes in aid of description.

After Recording Return To:
Langdale & Vallotton, LLP
1007 N. Patterson Street
P. O. Box 1547 (31603)
Valdosta, GA 31601
File #: 05579J

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CLERK OF SUPERIOR COURT
LOWNDES COUNTY, GEORGIA

028616

AMENDMENT TO RESTRICTIVE COVENANTS

GEORGIA, LOWNDES COUNTY

This Declaration of Amendment made this 10th day of June, 2005, by CYPRESS LAKES DEVELOPMENT, INC., AS SUCCESSOR IN INTEREST BY MERGER TO MATERA INVESTORS, INC., both Georgia Corporations, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Cypress Lakes Development, Inc., merged with Matera Investors, Inc., a copy of said Certificate of Merger is hereto attached as Exhibit "A",

WHEREAS, all of the properties owned by Matera Investors, Inc., were deeded to Cypress Lakes Development, Inc., as per that certain Corporation Quit-Claim Deed recorded in Deed Book 2331, at Page 169, Lowndes County, Georgia, Deed Records, which is attached hereto as Exhibit "B".

WHEREAS, Cypress Lakes Development, Inc., is the Successor Developer of that certain real property situated in Lowndes County, Georgia, as evidenced in Plat Cabinet A, at Page 1730, of the Lowndes County, Georgia, Deed Records.

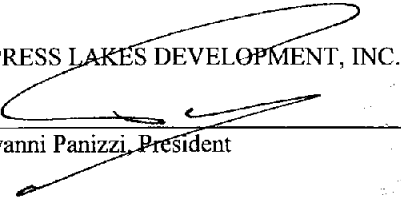
WHEREAS, the Successor Developer desires to amend the Declaration of Covenants dated November 13, 2001, as recorded in Deed Book 2116, at Page 78, of the records of the Clerk of the Superior Court of Lowndes County, Georgia.

WHEREAS, the Successor Developer reserved the right to amend the Restrictive Covenants in Paragraph 12 of the original Covenants as recorded in Deed Book 2116, at Page 78, in the office of the Clerk of the Superior Court of Lowndes County, Georgia; and

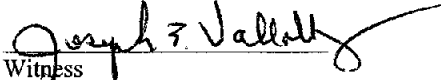
WHEREAS, the Successor Developer desires to add a new or additional paragraph to the Restrictive Covenants which shall be Paragraph 34 which shall read as follows:

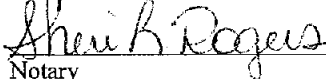
34. Dog Pens. All Dog Pens must be at least fifty (50) feet from any side lot line and not visible from any public road and must have limited or no visibility from all neighbors. Any fence around the dog pen must not be more than six (6) feet in height. All dog pens, prior to installation, must be approved by the Architectural Control Committee.

CYPRESS LAKES DEVELOPMENT, INC.

By: 
Giovanni Panizzi, President

Signed, sealed and delivered
in the presence of:


Witness


Notary

