

Prepared by and return to:  
Daniel Schert  
Langdale Vallotton, LLP  
1007 North Patterson Street  
Post Office Box 1547  
Valdosta, Georgia 31603-1547  
(229) 244-5400  
File No. 200969/DS

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STATE OF GEORGIA

COUNTY OF LOWNDES

CITY OF HAHIRA

**AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANTS**  
**OF MCNEAL ESTATES SUBDIVISION**

THIS AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANTS (hereinafter referred to as the "Declaration"), is made and published this 9<sup>th</sup> day of July, 2020, by MDJS Development, LLC, a Georgia limited liability company (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, McNeal Legacy Partners, LLC formerly owned that certain property located in Lowndes County, State of Georgia, City of Hahira (hereinafter referred to as "McNeal Estates Subdivision") more particularly described on the map or plat of survey designated as McNeal Estates Subdivision, which plat is recorded in Plat Cabinet PCC, Page 677, Lowndes County, Georgia Deed Records (the "Survey");

WHEREAS, McNeal Legacy Partners, LLC recorded that certain Declaration of Restrictive Covenants concerning McNeal Estates Subdivision in Deed Book 6653, Page 444;

WHEREAS, on July 9, 2020, McNeal Legacy Partners, LLC, transferred all of its interest in McNeal Estates Subdivision to Declarant;

WHEREAS, Declarant now owns the McNeal Estates Subdivision and desires to amend and restate said Declaration as provided herein;

NOW THEREFORE, Declarant hereby declares that all of the lots in McNeal Estates Subdivision shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of the property, and which shall run with the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure the benefit of each owner thereof.

### ARTICLE I DEFINITIONS

"Architectural Control Committee" or "ACC" shall initially mean and refer to Jerry W. Stoker, and the written approval of Jerry W. Stoker shall constitute approval by the ACC. The initial member shall serve until such time as Declarant no longer controls the Association, as described in Paragraph 3.2(b) of the Declaration. Thereafter, the ACC shall consist of at least one (1) member, and one member shall constitute a quorum for the purposes of executing the duties of the ACC.

"Association" shall mean and refer to McNeal Homeowners Association, Inc., its successors and assigns.

"Common Area" shall mean all areas (including the improvements thereto) 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 conveyance of the first Lot is any of the Properties prepared for the entranceway, for common parking, designated as wetlands, and other amenities showing the Association as the owner of record by deeds; and the Common Area shall include those areas, regardless of ownership, requiring gardening, mowing, or other cleaning to maintain the appearance of the Properties. Declarant reserves the right to dedicate additional parcels to the Common Area. However, no portion of the Properties reserved by Declarant for future phases is to be considered Common Area under this definition until such time as Declarant conveys it to the Association. "Common Area" shall also include Conservation Areas to be determined by Declarant.

"Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties but not including the Common Area.

"Modification Committee" shall mean the ACC, and shall function on a case-by-case basis as alternations, additions, or removals present themselves.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, or a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

"Parking Area" shall mean that space designated for parking on that certain map or plat of survey of McNeal Estates Subdivision.

"Party Wall" shall mean that wall that divides two adjoining Properties, Residences, or Lots and in which each of the Property, Residence, or Lot Owners share the rights.

"Properties" shall mean and refer to that certain real property of Declarants hereinbefore described in the recitals of this Declaration, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

"Residences" shall mean those improvements constructed within the Lots and intended for independent ownership and use.

"Rules and Regulations" shall mean that set of rules which are propounded by the Board of Directors of the Association, and which may be amended from time to time.

## **ARTICLE II** **PROPERTY RIGHTS**

### **2.1 Owner's Easements.**

- a) Easement of Enjoyment: Every owner shall have a right and easement of enjoyment in and to the Common Area that shall be appurtenant to and shall pass with the title to every Lot.
- b) Owners Right to Ingress and Egress and Support: Each Owners shall have the right to ingress and egress over, upon, and across the walkways, the entranceways, exit ways, and driveways and the parking areas necessary for access to his Lot and shall have the right to lateral support for his Lot and such rights shall be appurtenant to and pass with the title to each Lot. Except for the right of ingress and egress, the Owners of the Lots are hereby prohibited and restricted from using any of said Properties outside their respective Lots except as may be allowed by the Rules and Regulations or specifically provided herein. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all Owners and is necessary for the protection of said Owners.
- c) Declaration of Use: Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family or his tenants who reside on the Property.
- d) Limitation of said Easement of Enjoyment: Notwithstanding the foregoing, the Association reserves the right to suspend the rights and privileges or an Owner to the use of the Common Area until such time as the Owner corrects any infraction of the published rules and regulations or provides adequate restitution for any misuse or destruction of the property of the Association or Declarant. Additionally, the Association reserves the right to suspend the Owner's rights and privileges to the use of the common Area for an additional period not to exceed thirty (30) days after such restitution or correction of any infraction of its published rules and regulations, including, but not limited to, misuse or destruction of the Common Area or non-payment of any assessment has occurred. The type of destruction covered by this subparagraph includes, but is not limited to, damage to fixtures, signs, parking striping, curbs, and lights in the Common Area and fencing around the Common Area.

### **2.2 Utilities Easements.**

- a) Easements for installation and maintenance of utilities and drainage facilities are reserved on the recorded subdivision plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance

of utilities, or which may damage, interfere with or change the direction of flow of drainage facilities in the easements. The Board of Directors of the Association may approve an easement site which is not provided for in the recorded subdivision plat. The easement area of each Lot and all improvements therein shall be continuously maintained by the Owner of such Lot, except for improvements for maintenance of which a public authority or utility company is responsible.

- b) No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right of way, and such easements, reservations, and rights of way shall at all times be open and accessible to public and quasi public utility corporations, their employees and contractors, and shall also be open and accessible to Declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights of way are reserved.

**2.3 Easement in Favor of Declarant.** Declarant reserves unto itself and its successor and assigns, for so long as Declarant has Class B membership in the Association pursuant to Paragraph 3.2(b) of this Declaration, a perpetual, alienable and releasable easement and right on, over, and under the ground to erect, maintain, and use electrical and telephone poles, wires, cables, conduits, sewers, water mains, ground water dispersing systems, and other suitable equipment for the conveyance and use of electricity, telephone, gas, sewage, water, storm water drainage, or other public conveniences or utilities on, in or over such areas as are shown on the plats of the subdivision. These easements expressly include the right to cut any trees, or bushes, et cetera, grading, ditching, and like action reasonable necessary to provide economical utility installation and adequate drainage of surface waters.

**2.4 Association's Right to Access Common Area.** The Association and its agents shall have the right to access the Common Area to maintain, replace, or repair such areas of items located thereon. Neither the Association, nor its agents, shall be liable for any action taken pursuant to its entry upon any Common Area to perform maintenance, replacement or repair of such areas or items located thereon, and each and every Owner, by acceptance of the deed to such Lot, agrees to this limitation of liability and to release the Association and its agents from any and all liability and from any and all claims, demands, and causes of action whatsoever that the Owner may have or may hereafter have arising out of or resulting from the Association or its agents entering the Common Area to perform maintenance, replacement or repair of such areas or items located thereon.

### **ARTICLE III** **MEMBERSHIP AND VOTING RIGHTS**

**3.1 Membership.** Every Owner of a Lot that is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment.

**3.2 Classes of Members.** The Association has two classes of voting membership:

- a) Class A. Class A members shall include all Owners, with the exception of the Declarant. Class A membership shall initially be a non-voting membership except on such matters and in such events as hereinafter specified. Class A members shall be entitled to full voting privileges in the following instances:

- i. At such time as the Class B members shall so designate by notice in writing delivered to the Association, or
  - ii. Upon the termination of Class B membership, described in Paragraph III.1 (b) of this Declaration, whichever shall first occur. Before the earlier of these events, the Class A members shall be entitled to vote only on any increase in the maximum Annual Assessment requiring the vote of the Association members under Paragraph 4.3 hereof; and any proposal that a special assessment be levied by the Association under Paragraph 4.4 hereof.
- b) Class B. The Class B membership shall be comprised by the Declarant and shall be entitled to vote on all matters and all events. The Class B membership shall automatically terminate and cease to exist upon the occurrence of any of the following:
- i. At such time as the Declarant has sold seventy-five percent (75%) of the Lots in McNeal Estates Subdivision; or
  - ii. Two (2) years from the date of this Declaration; or
  - iii. As Declaration may designate earlier by notice in writing delivered to the Association. Upon termination of Class B membership, each Class 13 member shall be and become a Class A member.
- c) Voting. When entitled to vote, Class A members shall be entitled to one vote for each Lot Owner. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for each Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. The Class B member(s) shall be entitled to ten (10) votes for each Lot owned.

#### **ARTICLE IV**

#### **COVENANT FOR MAINTENANCE ASSESSMENTS**

**4.1 Creation of the Lien and Personal Obligation for Assessments.** Each owner of any Lot by acceptance of a deed therefore, except with respect to lots owned by Declarant, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessment for capital improvements, such assessments to be established and collected as hereinafter as provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' 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, costs, and reasonable attorneys' 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. The Declarant shall not be liable for annual assessments or charges for any Lot owned by Declarant during any time at which the Declarant is the owner of Class B membership. At such time Declarant's class B membership is converted to Class A membership, as provided in Article III, Declarant shall thereafter be liable for annual assessments and charges in the same manner as all other Class A members.

**4.2 Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare, of the residents in the Properties and for the improvements and maintenance of the Common Area. Annual assessments may include, and the Association may require and pay for out of the funds derived from annual assessments, as applicable, the following:

- a) Ground maintenance, landscaping, and repair of the Common Areas and unsold lots. Common Areas to include, but are not limited to, easements, detention areas, signage within the property, at the entrance way, and common acreage held as green space that cannot be developed.
- b) Water, sewer, garbage, electrical, lighting, telephone, gas, and other necessary utility service for the Common Area, including, but not limited to, maintenance charges associated with any lift station, which is required to provide sewer service to any portion of the Properties.
- c) Acquisition of furnishings and equipment for the Common Area as may be determined by the Association, including, without limitation all equipment and furnishings necessary or proper for use of the entrance areas and for security personnel and other such measures.
- d) Expense for necessary personnel.
- e) Fire insurance covering the full insurable replacement value of the Common Area with extended coverage.
- f) Liability insurance insuring the Association against any and all liability to the public, arising out of their occupation and/or use of the Common Area. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased in the discretion of the Association.
- g) Workmen's compensation insurance to the extent necessary to comply with Georgia law, and any other insurance deemed necessary by the Board of Directors of the Association.
- h) A standard fidelity bond covering all members of the Board of Directors of the Association and all other employees of the Association in an amount to be determined by the Board of Directors.
- i) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alternations, insurance, taxes, or assessments which the Association is required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper in their opinion of the Board of Directors of the Association for the operation of the Common Area, for the benefit of Lot Owners, or for the enforcement of these restrictions.
- j) In the event the need for exterior maintenance or repair is attributable to the willful or negligent act of the Owner of a Lot, his family, guests, or invitees, the cost of such maintenance or repairs shall be added to and become part of the assessment to which such Lot is subject.
- k) For the purpose of general community improvements and maintenance for such items as playground equipment, tennis courts, et cetera.

- l) Any and all charges assessed by Colquitt Electric Membership Corporation or other electricity provider or entity for street lighting within the subdivision. Additionally, due to the fact that the Lots are located within a special lighting district as is more fully explained in Section 5.17 of this Declaration, Association dues may, in the discretion of the Association, be applied against lighting charges for the special lighting district.

**4.3 Maximum Annual Assessment.** The initial annual assessment shall be \$395.00 per Lot (exclusive of any assessment imposed pursuant to Paragraphs 4.02(j) and 4.02(I) above). The maximum annual assessment shall be \$495.00 per Lot (exclusive of any assessment imposed pursuant to Paragraphs 4.02(j) and 4.02(1) above). The annual assessment shall be due on January 1 of each year, beginning on January 1, 2020. At the time of a conveyance of a Lot after January 1, 2020, a prorated assessment shall be paid for the remaining portion of the year. Annual assessments may be paid on a monthly or other basis as determined by the Board of Directors of the Association. The maximum annual assessment may be increased each year by not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership of the Association. The maximum annual assessment may be increased above ten percent (10%) by a vote of the majority of all votes of all classes of members who are voting in person or by proxy, at a meeting duly called for this purpose. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

**4.4 Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixture and personal property related thereto, provided that any such assessment shall have the assent of a majority of all votes of all classes of members who are voting in person or by proxy at a meeting duly called for this purpose.

**4.5 Notice and Quorum of Any Action Authorized Under Sections 4.3 and 4.4.** Written notice of any meeting called for the purpose of taking any action authorized under Sections 4.3 or 4.4 of this Declaration shall be sent to all members not less than ten (10) days nor more than fifty (50) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast twenty-five percent (25%) of all the votes of all classes of membership shall constitute a quorum.

**4.6 Uniform Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate for all Lots, exclusive of assessments pursuant to 4.02(j).

**4.7 Certificate as to Assessment.** The Association shall, upon demand by a Lot Owner, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its insurance.

**4.8 Effect of Nonpayment of Assessments; Remedies of this Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. Additionally, the Association reserves the right to suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. No Owner shall convey, sale, or encumber any

Lot which has an outstanding assessment, without first satisfying the assessment or paying the same at closing.

**4.9 Subordination of the Lien to the Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to the mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale and transfer. No sale or transfer shall relieve such Lot from liability for any assessments that thereafter become due or from the lien thereof.

## **ARTICLE V** **USE RESTRICTIONS**

**5.1 ACC Approval.** No building, fence, or other structure shall be 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, drives, and parking area) and construction schedule have been approved in writing by the ACC for new construction or the Modification Committee for alterations, or their respective successors or assigns, 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 either the ACC or the Modification Committee may be based upon any reason, including purely aesthetic reasons, which is the sole and uncontrolled discretion of either Committee shall be deemed sufficient. No alterations in the exterior appearance of any building or structure shall be made without like approval. One copy of all plans and related data shall be furnished to the appropriate Committee for their records. A fee of fifty (\$50.00) dollars will be assessed for the first submission of plans to the ACC for approval of the construction of a primary dwelling. If for any reason the ACC disallows the plans on the first submission, another fifty (\$50.00) fee must be paid at the time the second set of plans is resubmitted for approval. For a third or subsequent submission of plans to the ACC because the ACC disapproved the previously submitted plans, a fee of \$100.00 must be paid at the time of the additional submissions. When plans are submitted to either the ACC or the Modification Committee for any other improvements or modifications, no fee will be assessed for the first submission. If the first set of plans is disapproved, a \$25.00 fee will be assessed for the second submission. If the second set of plans is disapproved, a \$50.00 fee must be submitted for each additional submission of plans. In the event of failure to approve or disapprove any plans within thirty (30) days after the same have been submitted to the appropriate Committee, as required herein, approval shall be presumed and the provisions of this paragraph shall be deemed to have been complied with.

**5.2 Subdivision of Lots.** No Lot may be subdivided, except where two Owners join to subdivide a Lot adjacent to both of their Lots for the purpose of increasing the size of each adjacent Owner's Lot. Once a subdivision of the adjacent Lot has occurred, no future subdivision of the two enlarged Lots may occur.

**5.3 Use of Residences.** Each Residence shall be used for single family residential purposes only, and no trade or business of any kind may be carried on therein. Lease or rental of a Residence for residential purposes shall not be considered to be a violation of this covenant.

**5.4 Use of Lot:**



- a) No portion of any Lot, other than that covered by buildings or other structural improvements 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, and other appropriate private facilities, the planting of trees or shrubbery, the growing of flowers, or ornamental plants, or statuary, fountains or similar ornamentations, for the purpose of beautifying said premises; but no vegetables or grains of the ordinary garden or field variety shall be grown on the front or side yards. No weeds, underbush, or other unsightly objects shall be placed or suffered to remain anywhere thereon. Mulch, pine straw, and other similar materials may be placed around trees, shrubbery, flowers, and rocks or stones shall be used in this manner by any Owner.
- b) It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly, or unkempt conditions of building or grounds on such Lot that shall tend to destroy the beauty of the neighborhood as a whole or the specific area.

**5.5 Construction Requirements.** The following construction requirements must be complied with for the construction of any primary dwelling. This is not an exclusive list and Declarant reserves the right to impose additional requirements.

- a) For a one-story residence located on any R-10 zoned Lot, the living area of the main structure, exclusive of on-story open porches and garages, shall not be less than One Thousand Five Hundred Fifty (1,550) heated square feet. In the case of a one and a one-half, two, or two and one-half story structure, the total living area is not to be less than Seventeen Hundred Fifty (1,750) heated square feet, with the ground floor living area not to be less than Twelve Hundred Fifty (1,250) heated square feet on the lower level or as approved by the ACC.
- b) The primary finished floor elevation shall be 1 foot above natural grade (the highest elevation within the proposed buildable area) along the front elevation. The roof slope must be a minimum of 7/12 and there must be variations in the roofline incorporation gables and hips. Roofing materials must be architectural asphalt shingles equal or superior to the GAF Timberline architectural asphalt shingles. Eaves and soffits shall either be cement siding, wood, or vinyl.
- c) Siding may be of any type, including without limitation Chemplank, hardy board, vinyl siding or wood. There shall be no exposed concrete or concrete masonry unit/block ("CMU") foundations or stem walls are permitted on the front of any Residence.
- d) Each Residence must have either brick, stone, or wood accents on the front of any Residence.
- e) Special exceptions will be made for home designs that accommodate special needs, and, as such, these special exceptions will be addressed on a case-by-case basis by the ACC.
- f) Each builder of a resident on a Lot shall be responsible for implementing erosion control measures in accordance with the National Pollutant Discharge Elimination System, as a secondary permit.
- g) Fences shall be constructed of wood, wrought iron, or such other material permitted by the ACC only. Fences may not be taller than six feet in height. Chain link fencing material is prohibited. The

fence shall have the finished side facing the exterior of the lot. No fencing is allowed in the front yard of the house.

- h) On the streets identified as having sidewalks on the development plan provided by Declarant to all builders, each builder of a residence on such street, or on the relevant side of such street, as the case may be, shall be responsible for the construction of a four (4) foot wide standard concrete sidewalk along the roadway, in front of the residence, which shall blend in and be the same texture and color of the adjacent sidewalks and sidewalks shall extend from Lot corner to Lot corner.

**5.6 Setbacks.** No building shall be located on any Lot nearer to the front Lot line, the rear Lot line, or the side street line than the minimum building set back lines provided in applicable zoning ordinances or as shown on the plats of the subdivision. Front yard setback is 35 feet from the property line, side is 10 feet from the property line, and rear is 30 feet from the property line.

**5.7 Outbuildings.** No trailer, basements, tent shack, garage, barn, or other outbuilding erected on a Lot shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence, nor shall such temporary building or trailer be erected or allowed to remain on any Lot except during the construction of the main dwelling.

**5.8 Parking.** Motor vehicles may be parked in the driveway of a Lot or in the Parking Area of the Properties, but shall not be parked on the side of a street within McNeal Estates Subdivision. Owners shall not use any other of a Lot, including yards, to store or keep any motor vehicle, boat, or other vehicle. No Owner shall park, store, or keep any boat, trailer, motor home, RV, or other motorized recreational vehicle in a driveway but shall park, store, or keep said vehicle wholly within the Parking Area. Ownership of a Lot shall entitle the Owner to use of two (2) parking spaces within the Parking Area of the Property, together with the ingress and egress in and upon said Parking Area. No Owner of a Lot shall repair or restore any motor vehicle, boat, trailer or other vehicle upon any portion of the Property except for emergency repairs thereto and then only to the extent necessary to enable movement thereof to a property repair facility. No overnight parking on any streets are allowed.

**5.9 Signs.** No sign of any kind shall be displayed to the public view on any Lot except customary name and address signs and one sign of not more than five square feet in size advertising the Lot for sale or rent, or signs used by a builder to advertise the Lot during the construction and sale. Anything contained in this Article V to the contrary notwithstanding, the Declarant may display upon the property so developed signs designed to aid in the marketing of Lots within the Properties and giving directions to a sales office and/or model Residences.

**5.10 Pets.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, and other normal household pets may be kept on Lots subject to Lowndes County ordinances and to the Rules and Regulations adopted by the Association, through its Board of Directors, provided that such pets are not kept, bred, or maintained for any commercial purpose.

**5.11 Waste Material Containers.** Each Lot Owner shall provide receptacles for garbage in an area not generally visible from any road, provided that a builder, upon written notice to and authorization from the Board of Directors of the Association, may temporarily store and dispose of construction waste in a manner consistent with that employed in similar projects of comparable quality.

**5.12 Antennas and Satellite Dishes.** No television antenna, dish antenna, or satellite receiving antenna shall be erected, constructed, or maintained on any Lot or on the exterior of any Residence except as approved in writing by the Board of Directors or its designated representative, and they will not be allowed on the front or the side of any Residence.

**5.13 Hidden Service Court.** If a service court or drying yard area is desired, then it shall be hidden from view to any adjacent street and adjoining lot, and must be approved in writing by the ACC for new construction or the Modification Committee, or their successors, for alterations, prior to erection or construction, and constructed so as to provide space for garbage and trash cans, wood piles, clothes drying area or other similar usage.

**5.14 Sod.** Each and every Lot must be sodded, sprigged or seeded before occupancy.

**5.15 Basketball Goals.** Basketball goals, either temporary or permanent, as well as all implements or structures used for entertainment, athletic, or such other related purposes are prohibited in the front yard or side yard. This will be strictly enforced. No exceptions.

**5.16 Public Street Lighting.** Each Lot Owner recognizes that the Lots are located within a special lighting district, and as a result, shall be subject to a lighting charge for street lighting which may be assessed against the Lot Owner directly, or against the Association and payable by each Lot Owner through annual assessments.

**5.17 Nuisances.** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon (including but not limited to the harboring of dogs outside which bark excessively or dogs or other household pets which pose a danger to persons or property) which may be, or may become, an annoyance or nuisance to the neighborhood.

**5.18 Rules and Regulations.** No Owner shall violate the rules and regulations for the use of the Residences and Lots.

**5.19 Effect of Declaration.** Declarant or the transferees of Declarant shall undertake the work of development all Lots included within the Properties. The completion of that work, and the sale, rental, or other disposition of Lots is essential to the establishment and welfare of the property as an ongoing residential community. In order that such work may be completed and the property be established as a fully occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to:

- a) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from doing on any part or parts of the property owned or controlled by Declarant or Declarant's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;
- b) Prevent Declarant, Declarant's Transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees, from constructing and maintaining on any parts of the property owned or controlled by Declarant, Declarant's transferees, or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the property as a residential community, and the disposition of any Lots by sale, lease, or otherwise;

- c) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees, from conducting on any part or parts of the property owned or controlled by Declarant or Declarant's transferees or their representatives, the business of completing such work, of establishing the property as a residential community, and of disposing of Lots by sale, lease, or otherwise, or;
- d) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees, from maintaining such sign or signs on any of the Lots owned or controlled by any of them as may be necessary in connection with the sale, lease, or other disposition of property Lots.
- e) As used in Paragraph 5.19, the words "its transferees" specifically exclude purchasers of Lots improved with completed Residences.

**ARTICLE VI**  
**OWNER'S OBLIGATION TO REPAIR AND REBUILD**

**6.1 Obligations to Repair.**

- a) Each Owner shall, at his sole cost and expense, repair his improvements, keeping the same in a condition comparable to the condition of such improvements at the time of their initial construction, excepting only normal wear and tear.
- b) Each owner shall, at his sole cost and expense, repair all damages to roads, grounds, or utilities caused by construction, ingress or egress of equipment, or for deliveries to or from an Owner's Lot.

**6.2 Obligation to Rebuild.** If all or any portion of the improvements on any Lots are damaged or destroyed by fire or casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair, or reconstruct such improvements in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty.

Reconstruction shall be undertaken within three (3) months after the damage occurs, and shall be completed within nine (9) months after the damage occurs, unless prevented by cause beyond the control of the Owner or Owners. In the event of foreclosure on the property by the entity holding the mortgage on the property, then the party purchasing the property has ninety (90) days from the date he acquires ownership to undertake reconstruction and twelve (12) months to complete construction.

**6.3 Obligation to Repair or Rebuild regarding Party Walls and Common Roofs.** When two Lots are adjoining and separated only by a Party Wall, the Owners of the Lots share equal rights to that Party Wall. Where two adjacent Owners share a Party Wall, they also share a common roof. In the event said Party Wall and/or said common roof is damaged or destroyed by events emanating from a Single Lot, that Lot Owner is responsible for repair or replacement, within the above three month period, of said Party Wall and/or said common roof. The adjacent Lot Owner may restore the Party Wall, without prejudice and the right of Owner to call for a larger contribution from the Lot Owner responsible for the damage under any rule of law regarding liability for negligent or willful acts or omissions. The cost of any other reasonable

repair and maintenance, or for damage not caused by negligent, reckless, or willful acts or omissions are to be shared by the adjoining Property Owners.

**ARTICLE VII**  
**GENERAL PROVISIONS**

**7.1 Enforcement.** The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association shall have the right to levy fines for repeated violations as voted on by the Board of Directors.

**7.2 Duration and Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded. This Declaration may be amended during the first twenty (20) year period by an amendment receiving the assent of two-thirds (2/3) of the votes held by the members entitled to vote who are voting in person or by proxy at a duly called meeting for the purpose of amending this Declaration. Any amendment must be recorded in the Office of the Superior Court of Lowndes County, Georgia.

**7.3 Gender; Number.** Whenever used in this Lease, the singular number shall include the plural, and words of any gender shall include each gender.

**7.4 Captions.** The captions in this Declaration are inserted only for the purpose of reference and in no way define, limit, or proscribe the scope or intent of this Declaration or any part hereof.

**7.5 Governing Law.** This Declaration shall be governed by and construed and interpreted under the laws of the State of Georgia.

**7.6 Partial Validity.** Invalidation of any one of these covenants or any part thereof by judgment or court order shall in no way affect any of the other provisions that shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal.

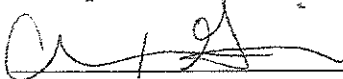
**DECLARANT:**

MDJS Development, LLC

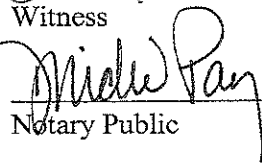
By: 

Jerry Stoker, its Manager

Signed, sealed, and delivered  
on the 10<sup>th</sup> day of July, 2020  
in the presence of:



Witness

  
Notary Public

