

01044.  
00329

RETURN TO: MEY JOHNS  
P.O. BOX 447 *Pa*  
NAHUNTA, GA 31553

00329

*6289*

COFFEE COUNTY, GEORGIA  
CLERK OF SUPERIOR COURT  
Filed & Recorded  
16 October 2003  
at 11:50 A.M.  
Deed BOOK  
No. 1044 Page 329-331  
*Michael M. Campbell*  
Clerk Superior Court

STATE OF GEORGIA  
COUNTY OF COFFEE

THIS DECLARATION OF PROTECTIVE COVENANTS, made and published this 14th day of October, 2003, by I & H LAND COMPANY, Inc., a corporation chartered under the laws of the State of Georgia and having its principal office in Brantley County, Georgia, hereinafter referred to as Declarant;

WITNESSETH:

THAT, WHEREAS, the said "Declarant" is the owner of TIMBER RIDGE SUBDIVISION, located in Coffee County, Georgia.

WHEREAS, it is for the interest, benefit and advantage of the "Declarant" and the future owner(s) of each lot hereafter purchased and lying in said subdivision that certain protective covenants governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the land;

NOW THEREFORE, for and in consideration of the promises and of the benefits to be derived by the "Declarant," and each owner or owners of said subdivision, the following protective covenants are hereby established and promulgated and shall apply to all of said lots and to any owners of property located in said subdivision, these protective covenants shall become effective immediately upon the sale thereof by the "Declarant" and shall be binding on all persons claiming under or through the "Declarant."

I

GENERAL APPLICABILITY OF DECLARATION

This Declaration shall apply to TIMBER RIDGE Subdivision. Each of the restrictions, covenants, limitations, conditions, reservations, and easements made and set forth herein shall apply as if this Declaration were set forth in its entirety in each deed from the Declarant to any person, firm or corporation conveying or affecting any of said lots, areas, or streets and by the acceptance of any deed to said property, any purchaser or grantee agrees and binds itself to make all deeds of land in those certain lots and all contracts of sale or contracts for deeds conveying land in those certain lots, subject to said Declaration.

RESERVATION BY DEVELOPERS TO AMEND AND EXTEND RESTRICTIONS

1. The Declarant reserves the exclusive and unilateral right to amend or add to the restrictions, conditions, and limitations to be incorporated into deeds or contracts for deeds for any and all lots in said Subdivision; provided that any such amendment shall be in conformity with the general purpose of the Declaration and restrictions, conditions and limitations herein contained. The recording of an amendment or supplementary declaration shall be notice to all lot owners in the Subdivision or to any addition, extension or enlargement thereof to this Declaration.
2. The rights and privileges reserved and set forth herein shall inure to the benefit of the "Declarant" and to the respective successors and assigns of the "Declarant."
3. The "Declarant," for itself and for its successors and assigns, makes no representation or warranty as to the operation, management or use by any purchaser of any lot in said Subdivision nor to any future use of any other portion of the property of the Declarant.
4. The "Declarant" makes no representation as to the future use, ownership or operation of any of the surrounding or adjacent properties nor as to any facilities or amenities with respect to the property.

III

IMPROVEMENTS

1. All lots shall be used only for residential purposes. No residence shall be erected, altered, placed or permitted to remain on any lot other than one (1) single family dwelling, one attached or detached garage and one storage building.
2. All dwellings shall be of quality workmanship and material. The main structure shall not be less than 1,000 square feet, exclusive of garages, porches and/or decks. Exterior finish materials shall be of high quality and durable, such as wood, vinyl siding, brick, stucco and the like.
3. In lieu of a site built home, the owner of a residential lot may only locate one manufactured or modular home thereon of a size no smaller than one thousand square feet of heated space. Underpinning shall be with vinyl skirting, stucco, brick or other suitable material within (60) sixty days from the date they are moved onto the property. All residential houses shall face the county road and not be situated perpendicular to the county road. Manufactured homes shall not be older than a 1997 model year.
4. All lots and improvements shall be kept clean and well maintained, painted as reasonably needed without any noticeable defects in materials or workmanship.
5. All fences erected on property must be of good workmanship and materials.
6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
7. All of this property shall be kept clean. No trash, refuse, rubbish, no tractors, unlicensed cars and trucks, and/or other substances or materials may be stored, accumulated or left on said property.
8. Dogs and cats shall not be a nuisance to the residents of Timber Ridge. These animals shall not be allowed to roam the neighborhood or to create noise or disturbance to the neighborhood. Farm animals not permitted on lots less than four (4) acres.

- 9. Perpetual easements and rights of way are hereby expressly reserved for the creation, construction and maintenance of utilities such as gas, water, telephone, electric, sewer, storm drains and other functions deemed necessary or expedient for the public health and welfare. Such easements and rights of way shall be confined to five (5) feet along the rear and side of every lot and ten (10) feet along every street or as noted and shown on subdivision plan. These easements may be maintained by the developer or by Coffee County Board of Commissioners. Drainage areas, such as ditches, ponds and swales, shall not be filled by land owner.
- 10. At the closing of the sale of each and every lot in said subdivision, all property owners are required to pay an initial "tie-on fee" to connect to the water system. Said fee will include the installation of a water meter, etc. The property owners will pay subsequent monthly water fees for water usage. All of the stated fees will be paid to the owners of the water system. A property owner may drill a well for non-potable water purposes for the purpose of irrigation or similar outdoors use within said subdivision. However, the drilling of a non-potable water well by a property owner shall not relieve the property owner from their responsibility for paying the minimum base water fee as billed or billed based on water usage, if more.
- 11. Each property owner that adjoin the two lakes off High Ridge Road shall maintain their own individual shorelines and shall not create any breaches that would lower the water level. Draining is not permitted unless agreed upon by a majority of the lot owners on each individual lake and only for maintenance of dam and shoreline and to be allowed to refill as soon as possible.

IV

TERM OF COVENANTS

These covenants shall run with the land and shall be binding upon the Declarant and all persons or parties claiming by, through or under the Declarant for a period of twenty-five (25) years from the date that this Declaration shall be filed for record in the Office of the Clerk of Superior Court of Coffee County, Georgia and for twenty-five (25) years after any such amendment or extension of said covenant shall be filed and, thereafter, said covenants shall be extended automatically for successive periods of ten (10) years each. Further, these covenants shall extend for a period of twenty-five (25) years after the last lot is sold and the last home or house is built in conformance with these restrictions. An instrument changing or eliminating these covenants, in whole or in part, shall only be accomplished by the Declarant, its successors and assigns, and the then owner of seventy-five percent (75%) of the lots in said Subdivision and such instrument shall be filed for record in the Clerk's Office within ninety (90) days thereof.

Witness our hand and seal on the date and year written above.

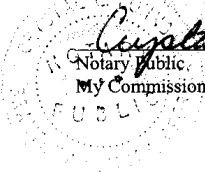
I & H Land Company, Inc.

*April Slavy*  
 \_\_\_\_\_  
 Witness

BY: *Gary D. Johns*  
 \_\_\_\_\_  
 Gary D. Johns - Vice President

*Cynthia L. Johns*  
 \_\_\_\_\_  
 Notary Public

ATTEST: *William J. Johns*  
 \_\_\_\_\_  
 William J. Johns - Vice President



MY COMMISSION EXPIRES JUNE 6, 2004  
 NOTARY PUBLIC  
 BRANTLEY COUNTY, GEORGIA

