

2:15 P.M. March 10 19 95
Recorded in Deed Book 135
Page 246 This 10th day
of March 19 95
Shelby Jones
Notary

RESTRICTIVE COVENANTS AND STIPULATIONS
APPLICABLE TO
WOODLANDS GOLF COURSE ESTATES SUBDIVISION

The undersigned, being the owner in fee of the property hereinafter described, hereby imposes the following restrictive covenants and stipulations as a part of each and every deed or conveyance to be made to any lot sold by the undersigned when said subdivision restrictions and stipulations are expressly made a part of said deed and said lot or lots are described therein as part of the "Woodlands Golf Course Estates Subdivision". These covenants shall run with the land and shall be binding upon the Grantees in the deeds, their heirs, administrators, executors, representatives, successors and assigns.

1.

The undersigned reserves the right to develop and sell no more than twenty (20) attached condominium units in the northeast corner of Land Lot 184. All other conveyances by the undersigned for residential purposes shall be for single family residential purposes, consistent with the restrictive covenants set out herein.

2.

All dwellings to be constructed upon said lots shall have not less than eighteen hundred (1800) square feet of heated area floor space, and two story houses shall have a minimum of twenty two hundred (2200) square feet of heated floor space area. For purposes of these covenants, square footage shall be calculated exclusive of carports, porches, terraces, etc. All dwellings constructed shall require placement of a standard septic tank and drainlines, or city sewage, if available, and in the case of lots bordering a lake, no septic tank shall be placed on said lots so as to permit any drainage into the lake or otherwise placed so as to pose a hazard to public safety for those using the lake.

3.

The Grantor considers it vitally important that the homes to be constructed within the subdivision have a consistent character and a visual consistence which will insure maximum property values and an attractive neighborhood. For this reason, the Grantor Charles A. Thompson, Jr. shall have final approval of the external appearance of all homes to be constructed within the subdivision and the lot owner shall provide sufficiently detailed drawings of the exterior of any proposed home, prior to construction, in order to obtain Charles A. Thompson, Jr.'s approval. Such approval decision shall be promptly made in writing and the lot owner advised of the specific objections, if any, which Charles A. Thompson, Jr. may have to the proposed plans. In the event that Charles A. Thompson Jr. is deceased or incapacitated, Sandra J. Thompson or her designated agent shall conduct said approval process.

4.

No dwelling shall be erected closer than forty (40) feet back from the front line of the property and there must be at least twenty (20) feet clearance from the property line on both sides of the residence. Each property owner shall begin construction of a home within two years of the purchase of said lot from Charles A. Thompson, Jr. Construction of any home shall be completed within one year of the beginning of initial construction.

5.

No mobile homes, modular homes, double wide mobile homes, or any other portable buildings whatsoever shall be erected or maintained on any lot. Any outbuilding, such as a storage building or utility building, must be built on site and be visually consistent with all other structures within the subdivision.

6.

All lots and any improvements thereon shall be limited to "total electric" utility service. No gas service, whether propane or natural gas, shall be allowed. Use of bottled gas shall be limited to outdoor grilling and cooking.

7.

No chain link fences may be constructed on any lot, with the exception of chain link dog pens, which shall not exceed ten (10) feet by twenty (20) feet in size, and chain link fences around inground swimming pools, in which event the chain link fence shall not enclose an area larger than ten (10) feet wide in any direction from the swimming pool edge. No fences may extend any further to the front than the front line of the dwelling on the lot. No fence bordering golf course property lines shall exceed four (4) feet in height.

8.

Television satellite dishes shall not exceed eighteen (18") inches in diameter and shall not be placed any further to the front of the lot than the rear edge of the dwelling located on the lot. No junk cars, trucks, automobiles or other motor vehicles, trash, junk appliances or other unsightly materials shall be located on any lot. No loud or obnoxious activities which might disturb any other lot owner shall be conducted on any lot. No commercial activities of any type, including sales or vending, shall be conducted on any lot with the exception of garage or yard sales, which shall not be held by any lot owner more often than twice per year. No firearms may be discharged within the subdivision. No above ground swimming pools are permitted.

9.

No livestock, horses or other equines, pigs of any type, peafowl, ducks, geese or ruminants of any type shall be kept or located upon any lot at any time. Each lot owner shall be limited to no more than two dogs and two cats per lot owner (not per lot owned), with joint owners and co-owners considered as one.

10.

No lot owner shall permit or conduct the burning of household garbage on any lot. The burning of vegetable debris generated on site shall be permitted, provided that it is done in a manner consistent with all applicable laws, rules and regulations existing or hereafter imposed by any governmental body.

11.

Any garage designed for the purpose of housing motor vehicles shall have doors or other means of closure so that the interior and contents of said garage shall be concealed from view except on those occasions when the garage is being entered or exited. All water well tanks and pumps shall be enclosed in a manner visually consistent with the other structures to be located on the lot. Well pumps and tanks shall not be simply wrapped in plastic, insulation, cloth, etc. but shall be physically enclosed. Well pumps and tanks shall be located behind the rear corner of the home which they service.

12.

Each lot owner will have the responsibility of constructing a driveway from the subdivision road to the lot owner's residence and said driveway shall be paved with asphalt or concrete.

13.

All Christmas and seasonal decorations shall be moderate in amount in order to avoid an undue increase in traffic flow of non-residents into the subdivision.

14.

Access and use of any lakes on the property presently owned in whole or part by the undersigned shall be limited to lot owners who own lots immediately adjoining that particular lake. In no event shall persons owning lots not contiguous to a lake have a right to use any lake, except as a guest accompanied by a qualifying lot owner. Any docks to be constructed by a lot owner contiguous to a lake shall not exceed 45 feet in length and shall be constructed of materials conforming to safety codes. At such time as the undersigned shall convey all lots surrounding any particular lake, ownership of said lake shall pass to the lot owners surrounding the lake and all responsibility for maintenance shall rest with those lot owners.

15.

All lot owners shall have easements in common for ingress and egress to that owner's lot, and said ingress and egress easement shall be limited to paved road surfaces leading from the nearest paved county road to the lot owner's property.

16.

Should any lot owner in said subdivision, his heirs, administrators, executors, or assigns violate or attempt to violate any of the within covenants, it shall be lawful for the Grantor or any other lot owner situated in said subdivision to proceed at law or in equity against the person or persons violating or attempting to violate any one of the within covenants for the purpose of preventing him or her or them from so doing, and to recover damages for such violation and to receive specific performance of any covenant or stipulation herein.

These subdivision restrictions shall extend until March 3, 2015, and shall be automatically extended for successive periods of ten (10) years each, unless within sixty (60) days prior to March 3, 2015, a majority of the then recorded base fee lot owners in this subdivision shall execute and record a declaration of their desire to change the foregoing covenants in whole or in part, specifying in such declaration the changes agreed upon and the instrument is filed of record in the appropriate county.

17.

Invalidation of any one of the foregoing covenants by judgment or any other court decree shall in no way effect any of the other provisions hereof, all of which shall remain in full force and effect. Failure by any party to bring an action to enforce these covenants or any violation thereof shall not constitute a waiver of any future or subsequent violations or non-compliance.

IN WITNESS WHEREOF, the undersigned has caused this declaration to be executed on this 3rd day of March, 1995.

Charles A. Thompson, Jr.
Charles A. Thompson, Jr.

Sworn to and subscribed before me
this 3rd day of March, 1995.

Dennis Mullis
Witness

Joselyn H. Mullis
Notary Public

Notary Public, Bleckley County, Georgia
My Commission Expires Dec. 29, 1997

DENNIS MULLIS
ATTORNEY AT LAW
402 CHERRY STREET
P.O. BOX 429
COCHRAN, GEORGIA 31014