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✓ H. DAVID MOORE, ESQ.
Post Office Drawer 8269
Warner Robins, GA 31095
(912) 328-3200

"The Farm" Control Etc.

GEORGIA-Peach County

Clerk's Office Superior Court

Filed this 13th day of August, 2002

At 11:46 clock A. M. Recorded in Deed

Book 257 Page No. 539 - This 13th

day of August, 2002 562

[Signature] Clerk
Deputy

(This Space for Official Use Only)

STATE OF GEORGIA
COUNTY OF PEACH

DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

THE FARM

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made this the 28th day of June, 2002, by TPS PROPERTIES, INC., a corporation organized and existing under the laws of the State of Georgia having its principal office in Houston County and JLP PROPERTIES, INC., a corporation organized and existing under the laws of the State of Georgia, and having its principal office in Houston County, hereinafter referred to individually and collectively as the "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Article I, Section 1.2, of this Declaration; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation, protection and enhancement of the values of such real property, and that certain specific covenants, restrictions, rights, privileges and easements are necessary to each owner's enjoyment of their individual lot or lots into which such real property described in Article I, Section 1.2, hereof is to be subdivided by Declarant; and

WHEREAS, Declarant desires to subject the real property described in Article I, Section 1.2, hereof to the covenants, restrictions, charges and liens hereinafter set forth.

NOW, THEREFORE, the said TPS Properties, Inc. and JLP Properties, Inc., as Declarant, declares that all of the real property described in Article I, Section 1.2, and such additions thereto as may hereafter be made pursuant to Article I, Section 1.2, hereof, is and shall be held,

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transferred, sold, leased, occupied and conveyed subject to the covenants, conditions, restrictions, easements, charges, liens and provisions set forth herein, which shall run with the real property and be binding on all parties having any right, title or interest in and to said real property or any part or portions thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof and, where expressly provided herein shall benefit the Declarant.

ARTICLE I

GENERAL PROVISIONS

1.1 **Definitions.** The following words, when used in this Declaration, unless the context shall prohibit, shall have the following meanings:

a. *"The Properties"* (or *"Properties"*) shall mean and refer to the real property (including improvements) described in Section 1.2 hereof, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Section 1.3 hereof.

b. *"Declarant"* shall mean and refer to TPS Properties, Inc. and JLP Properties, Inc., and its successors and assigns, and shall include any person or entity to which Declarant may assign the rights and privileges, duties, and obligations hereunder, which are and shall be assignable.

c. *"Owner"* shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any portion of the Properties, but excluding any person or entity whose interest in the Properties arises pursuant to a deed to secure debt, mortgage, or other similar instrument evidencing or securing indebtedness.

d. *"Lot"* and/or *"lot"* shall mean and refer to any lot, tract or parcel of land identified as a lot on a recorded subdivision plat covering any portion of the Properties.

e. *"Future Development Property"* shall mean and refer to other real property now owned or hereafter acquired by the Declarant contiguous to or in the immediate vicinity of the Properties.

f. *"Architectural Control Committee"* shall mean and refer to those persons appointed by the Declarant, or as hereinafter provided by the majority of the owners, in accordance with the provisions of Article II of this Declaration.

g. *"Subdivision Survey"* shall mean and refer to the map or plat of survey of the Properties delineating individual building lots or parcels which is hereafter filed for record by the Declarant and recorded on the Deed Records of the County in which the Properties are located. Said Subdivision Survey shall be designated as "THE FARM," and shall be approved by the applicable governmental authorities and agencies for said County and the State of Georgia.

h. "Developed Lots" shall mean the following lots as shown on the survey dated June 10, 2002, prepared by James R. McDougald, Georgia Registered Land Surveyor No. 2702, a copy of which is of record in Plat Book 23, Page 130, Clerk's Office, Peach Superior Court: 12; 13; 14; 15; 16; 17; 18; 19; 20; 21; 22; 23; 24; 25; 26; 27; 28; 29; 30; 31; 32; 33; 34; 35; 36; 37; 38; 39; 40; 41.

1.2 Property Subject to Declaration.

a. The Properties. The real property covered by this Declaration is described in Exhibit "A", attached hereto and incorporated herein by reference. All of The Properties and any right, title or interest therein shall be owned, held, leased, sold and/or conveyed by Declarant, and any subsequent owner of all or any part thereof, subject to this Declaration and the covenants, restrictions and provisions set forth herein.

b. Additions to Property Subject to Declaration. The Declarant shall have the right to add additional property to the scheme of this Declaration without notice to or the consent of the owners of the several lots comprising the Properties, which shall be accomplished by the filing for record in the County where the land lies of a Supplementary Declaration or Amendment to this Declaration, which shall extend the scheme of the covenants and of this Declaration to such additional property. The additional property to be so added shall be contiguous to The Properties as they are then comprised; provided, however, Declarant may add the approximately 40-acre tract described on Exhibit "B" to this Declaration, as if said tract were contiguous, notwithstanding the fact that the approximately 40-acre tract is separated from The Properties by a county road presently known as Airport Road. PROVIDED HOWEVER, that the Supplementary Declaration or Amendment to this Declaration extending the scheme of this Declaration and the covenants and restrictions contained herein to any property which is so added may not alter or modify the Declaration as it applies to such additional property so as to materially and adversely affect the value of the existing Properties as then comprised. And, PROVIDED FURTHER, that the Supplementary Declaration or Amendment shall not operate so as to render the provisions of this Declaration as applied to such additional property less restrictive than as applied to The Properties prior to such Supplementary Declaration or Amendment. When this Declaration has been so amended by one or more Supplementary Declaration(s), the term "The Properties" as used herein shall be deemed to include The Properties described herein together with such additional property as may be added thereby. The term "record title owners" as used herein shall thereafter be deemed to include the record title owners of The Properties described herein, together with the record title owners of such additional property as may be added by such Supplementary Declaration(s) or Amendment(s). Each Supplementary Declaration adding properties shall include a geographical description of the property added and shall designate said additional property by a designation including Section and Phase so as to differentiate each respective area from other Sections and Phases then included within The Properties.

1.3 General Easements. Declarant hereby grants, creates, conveys and reserves unto itself and its successors and assigns the following easements affecting the Properties or portions thereof, which easements shall be for the benefit of the Owners of each Lot and with respect to

the Future Development Property subjected to this Declaration by the Declarant and its successors and assigns, to-wit:

a. Drainage and Utility Easements. Easements for installation and maintenance of utilities and drainage facilities delineated on the Subdivision Survey and over the rear ten (10) feet of each Lot within the Properties. Drainage flow shall not be obstructed, nor be diverted from, drainage or utility easements as designated above or on the aforesaid Subdivision Survey.

b. Walking Trail and Bridal Path Easements. An easement over, upon and across that portion of each Lot designated on the Subdivision Survey as "BRIDAL PATH" for ingress, egress and access for pedestrian and equine traffic, and traffic by certain electric operated vehicles as more particularly specified in Section 7.4 below.

c. Lake Easements. An easement over, upon and across the portion of any land included as a part of a lake created by a manmade dam, for purposes as follows: draining lakes; dredging lakes; repairing dams, standpipes and overflow spillways; reconfiguring any portion of the lake touching lots 26, 28 and 29 below 390 feet sea level; reconfiguring any portions of the lake touching lots 25, 29, 30 and 31 below 380 feet sea level; removing any improvements or other items inconsistent with covenants and restrictions set forth in Article IV below.

ARTICLE II

ARCHITECTURAL CONTROL COMMITTEE

2.1 Designation of Committee. The Subdivision shall have an Architectural Control Committee, which shall consist of three (3) members who shall be natural persons, and who shall be appointed by a majority of the record title owners of the total number of lots then subject to this Declaration voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all such owners at least thirty (30) days in advance and shall set forth the purpose of such meeting. PROVIDED, HOWEVER, until December 31, 2006, the appointment of the members of the Architectural Control Committee must be approved by Declarant, and any and all members of such committee may be removed with or without cause by the majority vote of the owners in the same manner and upon written notice and/or by the Declarant. After such date, the owners shall have the exclusive right and power at any time and from time to time to create and fill vacancies on the Architectural Control Committee.

2.2 Membership. The Architectural Control Committee shall be composed of the following members, to-wit: JAMES L. PAUL; TONI P. SMITH; and W. J. SMITH, III. The address for the Committee is Post Office Box 564, Perry, Georgia 31069.

a. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, until a successor is duly appointed by a majority vote of the owners the remaining members shall have the authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed

pursuant to this Declaration. As of the date of recordation of this Declaration, all privileges, powers, rights and authority of the Architectural Control Committee shall be vested in the aforementioned persons and exercised by them.

b. A majority of the Committee may designate a person to serve as Clerk of the Committee (hereinafter the "Clerk") to receive, file and maintain papers and correspondence from lot owners, as well as papers and correspondence generated by members of the Architectural Control Committee.

2.3 Function of Architectural Control Committee. No improvement, as that term is hereinafter defined, shall be erected, constructed placed, altered (by addition or deletion), maintained or permitted to remain on any portion of The Properties until plans and specifications as defined in §2.4 *infra*, in such form and detail as the Architectural Control Committee may deem necessary shall have been submitted to and approved in writing by such committee. The Architectural Control Committee shall have the power to employ professional consultants to assist it in discharging its duties. The decision of the Architectural Control Committee shall be final, conclusive, and binding upon the applicant.

2.4 Content of Plans and Specifications. The plans and specifications submitted to the Architectural Control Committee for approval shall include:

a. A topographical plat showing existing contour grades and the location of all improvements, structures, walks, patios, driveways, fences and walls. Existing and finished grades shall be shown at lot corners and at corners of proposed improvements. Lot drainage provisions shall be indicated as well as cut and fill details of any appreciable change in the lot contours is contemplated.

- b. Exterior Elevations.
- c. Exterior materials, colors, textures, and shapes.
- d. Structural design.
- e. Parking area and driveway plan.
- f. Utility connections.

2.5 Definition of "Improvement." The term "Improvement" shall mean and include all buildings and roofed structures, parking areas, loading areas, trackage, fences, walls, hedges, mass plantings, poles, clothes lines and drying yards, antennae, driveways, ponds, lakes, swimming pools, tennis courts, signs, changes in any exterior color or shape, glazing or reglazing of exterior windows with mirrored or reflective glass, and any new exterior construction or other exterior improvement. It does not include garden shrub or tree replacements or any other replacement or repair of any magnitude which ordinarily would be expenses in accounting practice and which does not change exterior colors or exterior appearances. It does include both original improvements and all later changes and improvements.

2.6 Basis of Approval. Approval of plans and specifications shall be based, among other things, on adequacy of site dimensions, structural design, conformity and harmony of external design and of location with neighboring structures and sites, relation of finished grades and elevations to neighboring sites, and conformity to both the specific and general intent of the protective covenants.

2.7 Failure of the Committee to Act. If the Architectural Control Committee fails to approve or to disapprove such plans and specifications or to reject them as being inadequate within thirty (30) days after submittal thereof, it shall be conclusively presumed that such committee has approved such plans and specifications, EXCEPT that the Architectural Control Committee has no right or power, either by action or failure to act, to waive or grant any variances specifically reserved to Declarant. If plans and specifications are not sufficiently complete or are otherwise inadequate, the Architectural Control Committee may reject them as being inadequate or may approve part, conditionally or unconditionally, and reject the balance.

2.8 Limitation of Liability. Neither the Declarant, the Architectural Control Committee, nor any of the members of such committee, shall be liable in damages or otherwise to anyone submitting plans and specifications for approval or to any owner of land affected by this Declaration by reason of mistake of judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans and specifications.

2.9 Submittal of Plans. The thirty (30)-day period provided in Section 2.7 above commences on (i) delivery by hand of Plans to the Clerk of the Architectural Committee as may be designated by the Committee from time to time, (ii) four (4) days after mailing to the clerk of the Architectural Control Committee by Certified Mail, Return Receipt Requested.

The Architectural Control Committee shall name a clerk on January 5 of each year, and send notice to the last known address of all lot owners. For the year 2002, the clerk of the Architectural Control Committee shall be: Toni P. Smith, P. O. Box 564, Perry, GA 31069.

ARTICLE III

PROTECTIVE COVENANTS

3.1 Applicability of Covenants. The following provisions shall be applicable to any and all construction, improvement, alteration, or addition to The Properties.

3.2 Land Use and Building Type. No lot shall be used except for residential purposes. No residential structure shall be erected, altered, placed or permitted to remain on any lot other than one (1) single-family dwelling, not to exceed three stories in height, and a private garage for not more than four automobiles; provided however, nothing herein shall prevent construction of a freestanding guest house in addition to a single family residence. Any freestanding guest house must be approved in all respects by the Architectural Control Committee including location, design, size, exterior materials, and all other matters. Notwithstanding the provisions of Article II hercof and the authority and discretion therein granted to the Architectural

Control Committee, no structures shall be erected, altered, placed or permitted to remain on any lot unless same comply with the following:

a. Roofs. All roofs shall have a pitch of not less than 10/12, exclusive of front and rear shed porches. Shingles shall be of the following materials: architectural or better grade composition shingles; cedar shake shingles; raised or standing ribbed metal roof, including copper or other metal; or tile. White or light-colored shingles shall not be permitted unless specifically approved by the Architectural Control Committee.

b. Exterior Siding. The exterior of all dwellings, garages and other outbuildings shall be constructed of brick, stucco, stone, or wood. No composition board siding is permitted. No vinyl or other chemically produced siding is permitted. No drivet siding is permitted. While wood siding is permitted, wood siding shall not include any of the following: log siding or rough sawn lumber siding (unless specifically approved by the Architectural Control Committee, e.g., some types of cedar boards).

c. Fences.

(i) Materials and Construction. Except as specifically provided herein, all fences shall be made of brick, wood, iron, stone or a combination thereof; except as provided herein, no wire fences shall be permitted. No solid wood fences shall be permitted. Fences shall not exceed 60" in height. Gates shall be constructed of materials and coating consistent with the fences, i.e., no unpainted aluminum or other bright, metallic gates. Provided, however, a dog pen or kennel can be constructed of wire and unpainted metal and can exceed sixty (60) inches in height, so long as the pen or kennel is not visible from any street. Provided, further, a solid brick or stone fence may be constructed; any height over 3 feet must be approved, by the Architectural Control Committee.

(ii) Location. No fence shall be constructed so as to interfere in any way with any Drainage and Utility Easement, Walking Trail and Bridal Path Easement, or Lake Easement.

d. Garage Entries. All vehicular and pedestrian entrances into garages shall be located on the side or rear of the structure. No garage entrances shall face the front of any lot.

e. Driveways, Parking Areas. The first twenty-five feet of the entrance of any driveway shall be concrete, improved masonry or stone product, and specifications and plans shall be approved by the Architectural Control Committee. Remaining portions of driveways and parking areas shall be concrete, masonry, stone or asphalt, as approved by the Architectural Control Committee, as to materials, location and grade. All driveways shall be a minimum width of ten (10) feet.

f. Pools, playscapes, slides, gym sets, trampolines and other recreational structures will be screened from view from streets by fencing and landscaping.

3.3 Minimum Dwelling Size; Minimum Cost. No dwelling shall be permitted on any lot in the Properties, unless prior written approval of the same is received from the Architectural Control Committee as herein otherwise provided. Excluding freestanding guest houses as approved by the Architectural Control Committee, no dwelling shall have less than 3,000 square feet of heated and cooled living space, exclusive of unfinished basements, porches, terraces, patios, garages, and accessory buildings. The ground floor area of a dwelling of more than one-story shall have not less than 2,500 square feet of heated and cooled living space, exclusive of unfinished basements, porches, terraces, patios, garages, and accessory buildings. Provided, however, if the dwelling costs in excess of \$250,000.00 for the area of the dwelling which is heated and cooled by forced air systems, the minimum size may be 2,400 square feet.

3.4 Building Location. Except as specifically provided below in the case of one lot owner holding title to more than one contiguous lot, no building of any kind shall be located closer than 125 feet to the front of any lot; and no building of any kind shall be located closer than 25 feet to the side of any lot. Provided, however, if one lot owner owns more than one contiguous lot, the common boundary line or lines between the contiguous lots may be eliminated, for the purpose of applying set-back limitations above. If construction takes place on contiguous lots such that common internal lot lines are disregarded, the contiguous lots will thereafter be treated as one lot for the purpose of prohibition on subdivision of lots as set forth in Section 3.5 below. Provided, further, the elimination of internal lot lines between two contiguous lots owned by one lot owner must be approved by the Architectural Control Committee prior to construction.

3.5 Subdivision of Lots; Use as Access. None of the lots shall at any time be divided into as many as two (2) building sites and no building site shall be less than the area of the smallest lot platted in the block of which the building site is a part. NO LOT, OR ANY PORTION THEREOF, MAY BE USED FOR THE PURPOSE OF PROVIDING ACCESS TO OTHER PROPERTY UNLESS SUCH USE IS APPROVED IN WRITING BY DECLARANT.

3.6 Nuisances. 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.

3.7 Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently, unless approved by the Architectural Control Committee.

3.8 Signs. No signs of any kind shall be displayed to the public view on any lot except a sign no larger than three (3) feet high and three (3) feet wide, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. All signs must be approved in advance by the Architectural Control Committee.

3.9 Vehicle Storage. No motorhomes, campers, camper-trailers, boats, boat trailers, animal trailers, or other recreational vehicles, and no trucks exceeding 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 vehicles shall require the prior approval of the Architectural Control Committee.

3.10 Headwalls. Any other provision contained herein notwithstanding, any headwall placed on any of said lots shall be constructed of materials consistent with construction of other improvements on the lot, and shall be subject to approval of the Architectural Control Committee.

3.11 Clothes Lines and Drying Yards. No clothes lines, drying yards or any other similar structures for the purpose of drying laundry, clothing or other similar items, shall be erected, placed or maintained on any lot, unless same 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 structures shall require the prior approval of the Architectural Control Committee.

3.12 Satellite Dishes. No Satellite dishes, outside antennae or other similar structures designed for the reception of television or radio signals shall be placed on any lot, unless same shall be so placed and screened, and kept, so as not to be visible from any street or the residence located on any lot within the Subdivision. Any fencing or screening for such antennae shall require the prior approval of the Architectural Control Committee.

3.13 Mailboxes, Newspaper Receptacles, etc. Mailboxes, newspaper receptacles and similar facilities will be part of a theme concept and will be selected from choices approved by the Architectural Control Committee.

3.14 Street Lighting. Street lighting will be furnished by the City of Perry in a manner negotiated by the Architectural Control Committee. No lot owner shall provide any additional street lighting.

3.15 Holiday Lights. Holiday lights may not be placed on the outside of the house before Thanksgiving of a year, and must be removed by January 15th of each year.

3.16 Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in 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, maintained or permitted upon any lot.

3.17 Horses and Pets. Except with the express approval of the Architectural Control Committee (for example, as in the case of one or more contiguous lots owned by one lot owner, corner lots and cul-de-sac lots), horses shall be kept or stabled on the rear one third of lots (excluding any easement at rear of lot). This shall not be construed to prevent lot owners from keeping horses in the community stable which is proposed for the Subdivision. Provided, further, no horses or household pets shall be kept on any lot for commercial purposes or in any manner as creates a nuisance or disturbance to the other lot owners, or violates any law, ordinance or regulation of the State of Georgia, Peach County, the City of Perry, or other applicable regulatory or governmental agency. No stallions shall be kept on The Properties without the express

approval of the Architectural Control Committee. No hogs, goats, cattle or poultry may be kept on The Properties. All dogs must be fenced or kept on a leash at all times.

3.18 Garbage and Refuse Disposal. No lot shall be used or maintained as dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators and other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed at a location on the lot which shall be so placed and screened, and kept, so as not to be visible from any street within the subdivision or adjacent to the subdivision, at any time, except at the times when refuse collections are being made. Any fencing or screening required for said receptacle shall be approved by the Architectural Control Committee.

3.19 Sewage Disposal. No individual sewage-disposal system shall be permitted on any lot unless such system is designated, located and constructed in accordance with the requirements, standards and recommendations of the Georgia Department of Public Health. Approval of such systems as installed shall be obtained from such authority or other applicable governmental agency having jurisdiction.

3.20 Sight and Distance at Intersections. No Fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the intersecting street property lines and a line connecting the intersecting street property lines at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

3.21 Landscaping. The builder, contractor, or owner of each residential lot shall certify to the Architectural Control Committee at the completion of the residence erected on each said lot that said builder, contractor, and/or owner have expended not less than \$2,000.00 to purchase and plant ornamental plants, trees and shrubs (exclusive of grading, topsoil, seed, sod, fertilizer and other landscaping). Said cost is to be based on the costs prevailing at the time of the execution of these Covenants. The Architectural Control Committee may in its sole discretion require such builder, contractor or owner to submit paid receipts evidencing such expenditure. Within the earlier of (i) twelve (12) months from commencement of construction on a dwelling, or (ii) three (3) months after occupancy of a dwelling, front and side yards of lots must be landscaped in accordance with a landscape design submitted for approval of the Architectural Control Committee.

3.22 Diligence. The residence to be constructed on each lot in the subdivision shall be completed in a good and workmanlike manner, and shall be completed within twelve (12) months after the beginning of the framing for such construction. No improvements which have been partially or totally destroyed by fire or other catastrophe shall be allowed to remain on any lot in the subdivision for more than three (3) months after such destruction or damage.

3.23 **Clearing and Maintenance of Purchased Lots.** Within six (6) months from the purchase of a lot, a lot owner shall commence clearing the lot of all briars, brambles, vines, privet, dead or dying trees and trees less than three (3) inches DBH except for trees marked with a spot or ring of blue paint designating the tree will be saved for future growth. Failure to commence such clearing within six (6) months from purchase or complete such clearing within nine (9) months of such purchase shall constitute authority for the Architectural Control Committee to hire contractors to commence such clearing, including elimination of all trees less than three (3) inches DBH. In the event such clearing is authorized by the Architectural Control Committee, the cost of such clearing shall constitute a personal liability of the lot owner and result in a maintenance assessment and lien as provided in Section below.

3.24 **Variances.** The restrictions set out in this instrument may be altered, varied or waived on an individual lot basis upon compliance with the following regulations and procedures, to-wit:

- a. Any owner of any lot in said section desirous of securing a waiver or variance of a restriction created in this Declaration shall request the same in writing and shall deliver said petition to any member of the Architectural Control Committee hereinbefore named;
- b. If the Architectural Control Committee, in the exercise of its sole discretion, approves of said variance, it shall notify the petitioner of the same in writing;
- c. The written approval of any requested alteration or variance by the Architectural Control Committee shall constitute absolute waiver of and shall otherwise void the restriction in the manner stated in writing by the Architectural Control Committee in the document approving the requested variance, all or in part;
- d. The waiver of any restrictions contained on any petitioned lot pursuant to provisions of this section, or otherwise, shall not constitute a waiver of said restriction on any other lot; and,
- e. Unless the written approval as outlined herein is secured, the restrictions contained in this Declaration shall be binding and of full force and effect. Provided, further that if the Architectural Control Committee fails to notify the petitioning landowner of its approval within thirty (30) days of its receipt of the request, said request shall be deemed to have been denied.

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ARTICLE IV

ADDITIONAL COVENANTS AND RESTRICTIONS RESPECTING LAKE LOTS

4.1 **Identification of Lake Lots.** As used herein, "Lake Lots" shall mean those lots numbered 25, 26, 28, 29, 30 and 31 on the plat of survey dated June 10, 2002, recorded at Plat Book 23, page 130, Clerk's Office, Peach County Superior Court, and referenced in Exhibit "A" attached hereto.

4.2 **No Common Property.** All of the property under the lakes which touch any of the Lake Lots constitutes a part of a specific Lake Lot, as shown by the survey dated June 10, 2002, a copy of which is recorded at Plat Book 23, page 130, Clerk's Office, Peach County Superior Court. None of the Lakes, the ground thereunder, the dams creating the Lakes or any part of the Lakes constitute any common property respecting any of The Properties other than the Lake Lots. No owner of any of The Properties which are the subject of this Declaration, other than the owner of a Lake Lot, shall have any rights to use, enjoy, or restrict the use of the Lakes, the ground under the Lakes, or the dams creating the Lakes. No owner of any of The Properties other than the Lake Lots shall have any right to physically come onto the Lakes or any portion of the Lake Lots, except as a guest of one of the owners of the Lake Lots.

4.3 **Maintenance of Lots 26, 28 and 29.** The owners of Lots 26, 28 and 29 shall be responsible for maintenance of the Lake which touches Lots 26, 28 and 29, in terms of expenses related to maintenance of shoreline, maintenance of the dam creating said Lake, maintenance of standpipes and overflow spillways, dredging and draining the Lake, fertilizing, aerating and otherwise maintaining the Lake, and stocking the Lake with fish. Expenses of such maintenance shall be prorated on a linear-foot basis, computed by dividing the linear feet of shoreline held by each lot owner of Lots 26, 28 and 29, excluding shoreline related to the dam, as compared to the total linear feet held by the owners of Lots 26, 28 and 29.

4.4 **Maintenance of Lots 25, 29, 30 and 31.** The owners of Lots 25, 29, 30 and 31 shall be responsible for maintenance of the Lake which touches Lots 25, 29, 30 and 31, in terms of expenses related to maintenance of shoreline, maintenance of the dam creating said Lake, maintenance of standpipes and overflow spillways, dredging and draining the Lake, fertilizing, aerating and otherwise maintaining the Lake, and stocking the Lake with fish. Expenses of such maintenance shall be prorated on a linear-foot basis, computed by dividing the linear feet of shoreline held by each lot owner of Lots 25, 29, 30 and 31, excluding shoreline related to the dam, as compared to the total linear feet held by the owners of Lots 25, 29, 30 and 31.

4.5 **Decisions Respecting Maintenance of the Lake Touching Lots 26, 28 and 29.** Decisions respecting maintenance of the Lake touching Lots 26, 28 and 29 shall be determined on the basis of majority vote, computed as follows: The owners of Lots 26, 28 and 29 shall have one (1) vote for each linear foot of shoreline owned by said lot holders, excluding shoreline related to the dam.

4.6 **Decisions Respecting Maintenance of the Lake Touching Lots 25, 29, 30 and 31.** Decisions respecting maintenance of the Lake touching Lots 25, 29, 30 and 31 shall be determined on the basis of majority vote, computed as follows: The owners of Lots 25, 29, 30

and 31 shall have one (1) vote for each linear foot of shoreline owned by said lot holders, excluding shoreline related to the dam.

4.7 No Motors. No boats in either of the Lakes shall have any motors other than electric motors.

4.8 No Boats Over 16 Feet. No lot owner shall place any boats on either of the Lakes, in excess of 16 feet.

4.9 No Floats or Detached Structures. Absent unanimous written agreement of each owner of a Lake Lot touching a Lake, no Lake shall have any floats or detached structures. Any such unanimous agreement must be renewed, in writing, on the first day of each calendar year, to be effective for that calendar year. Any such detached structure shall constitute common property of all Lake Lot owners regardless of who pays the cost of such structure.

4.10 Docks, Gazebos, Docks and Other Structures. No owner of a Lake Lot shall construct a deck, gazebo, dock or other structure in either of the Lakes, in excess of 40 feet from the shoreline of the Lake Lot owned by said Lake Lot owner. No deck, gazebo, dock or other structure shall be extended from the dam of any Lake absent unanimous written consent of all owners of Lake Lots touching the Lake. Any such written agreement must be renewed, in writing, on the first day of each calendar year, to be effective for that calendar year. Any structure extended from the dam of a Lake shall be common property of all Lake Lot owners regardless of who pays for such structure. Absent written consent of all owners of lots touching a Lake, each Lake Lot owner is restricted to building only one deck, gazebo, dock or other structure which protrudes into a Lake from a Lake Lot.

4.11 No Irrigation. No Lake Lot owner may irrigate from the Lake, for any purpose.

4.12 Stocking. No fish will be placed in either of the Lakes, other than bass and bream, absent written consent of each owner of a Lake Lot touching the Lake.

4.13 Restriction on Live Bait. No Lake Lot owner shall permit fishing with live bait in a Lake, other than worms, crickets and insects.

4.14 No Canals or Ditches. No Lake Lot owner shall construct any canals or ditches, or enlargements of the Lake, into or onto the lot owned by said Lake Lot owner.

4.15 Restriction on Erosion. Lake Lot owners shall prevent erosion and silt inflow along the shoreline of the Lake touched by their Lake Lot.

4.16 No Hazardous Materials Release. No Lake Lot owner shall allow any Hazardous Materials to be placed into or released into the Lake. (As used herein, "Hazardous Materials" shall mean: Any substance which is controlled, regulated or prohibited under any of the following laws: any local, state and federal law relating to the environment and environmental conditions, including, without limitation, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §§9601-9637, as amended by the Superfund

Amendments and Reauthorization Act of 1986 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.A. §6901, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§1251 et seq., the Clean air Act, 42 U.S.C. §§741 et seq., the Clean Water Act, 33 U.S.C. §7401, et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601-2629, and the Safe Drinking Water Act, 42 U.S.C. §§300f-300j.)

4.17 **Plants and Animals.** No Lake Lot owner shall cause or allow any vegetation or animals to be released into or grow on the Lake (i.e., nutria, beavers, alligators, ducks, geese).

4.18 **Restriction on Noise.** No Lake Lot owner shall cause or permit radios, record players, amplifiers, or other noise-generating devices to be used on the Lake, or any dock, deck or gazebo extended into the Lake, at such a volume as to be heard by persons on other Lake Lots.

4.19 **Boat Slips.** All boats, canoes and kayaks shall be removed from a Lake when not in use, or shall be kept in a boat slip which is dug into the shoreline of a Lake Lot such that the boat is not protruding into the Lake.

ARTICLE V

MAINTENANCE

5.1 **Duty of Maintenance.** Owners and occupants (including Lessees) of any part of The Properties shall jointly and severally have the duty and responsibility, at their sole cost and expense, to maintain each of the portions of the Properties owned or occupied by them, including buildings, improvements and grounds in connection therewith, in a well maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to the following:

- a. Prompt removal of all litter, trash, refuse, non-permitted vehicles and wastes;
- b. Lawn mowing;
- c. Tree and shrub pruning;
- d. Keeping lawn and garden areas alive, free of weeds, and attractive;
- e. Watering;
- f. Keeping parking areas, driveways, and roads in good repair;
- g. Complying with all government health and police requirements;
- h. Repainting of improvements;
- i. Repair of exterior damages to improvements; and,

j. Compliance with the street lighting requirements under Section 3.14 of Article III hereof.

5.2 Enforcement. If, in the opinion of the Architectural Control Committee, any such Owner (or occupant, including lessee) has failed in any of the foregoing duties or responsibilities, then the Committee may give the Owner written notice of such failure and such Owner must, within ten (10) days after receiving such notice, perform the maintenance duty or responsibility required. Should any Owner fail to fulfill this duty and responsibility within such period, then the Committee, acting through its authorized agent or agents, or the Declarant, shall have the right and power (but not the obligation) to enter onto the premises and perform such maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person. The Owner(s) of the Lot(s) on which such work is performed shall be liable (jointly and severally) for the costs incurred by the Committee or Declarant in performing such duties and responsibilities regarding such Owner's Lot(s), and shall promptly reimburse the Committee or Declarant for such cost. If such owner or occupant shall fail to reimburse the Committee within thirty (30) days after the receipt of a statement for such work from the Committee or Declarant, then the indebtedness shall be a personal obligation of all of such Owner, and shall constitute a lien under Article V, *infra*, against the Lot or Lots on which said maintenance was performed. Any lot owner shall also pay the reasonable attorneys' fees and costs incurred by the Architectural Control Committee in any litigation seeking enforcement of the Declaration, unless the Architectural Control Committee does not succeed in enforcing any of the Enforcement Claims asserted in the litigation.

ARTICLE VI

ASSESSMENTS

6.1 Covenant for Assessments. The Declarant for each Developed Lot owned by it within the Subdivision, hereby covenants, and each subsequent Owner of any such Developed Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other instrument of conveyance, shall be deemed to covenant to pay to the Architectural Control Committee the following general and special assessments, to-wit:

6.1.1 General Assessment. Each Owner shall be assessed a prorata portion of the actual costs incurred for maintenance, repair, replacement and operation of the following (including without limitation thereto the cost of utilities, third-party contracts for maintenance, repair or replacement): (i) Subdivision entrances including, but without limitation thereto, shrubbery, signage, fences, gates, gatehouses, walls, irrigation systems, security devices, and other similar improvements enhancing the entrances to the Subdivision which are not maintained by any governmental authority or agency; (ii) the walking trails and bridal paths within the Properties over which each Owner has an access easement pursuant to Section 1.3b *supra*; and (iii) streets, sidewalks and pedestrian walking/jogging areas located within the rights-of-way of the public streets with the Subdivision to the extent that same are not maintained by any governmental authority or agency. Provided, however, such maintenance assessments shall not exceed the schedule set forth on Exhibit "C" attached hereto.

6.1.2 Lake Lot Additional Maintenance Assessment. The costs incurred by the Declarant or Architectural Control Committee in the performance of maintenance of Lakes and Lake Lots as set forth in Article IV above.

6.1.3 All Lots Maintenance Assessment. The costs incurred by Declarant or the Architectural Control Committee in the performance of maintenance of an owner's lot pursuant to Article V above.

6.2 Purpose of General Assessments. The assessments levied and collected by the Architectural Control Committee pursuant to this Section 6.1.1 of this Article shall be used exclusively for the purpose of promoting the comfort, health, safety and welfare of the Owners of Lots in the Properties.

6.3 Assessment Procedure. For each calendar year commencing January 1, 2004, the Architectural Control Committee shall estimate and prepare a budget for the ensuing calendar year for the total of all expenses which may reasonably be expected to be incurred for any and all purposes for which assessments may be made pursuant to this Article. The total amount required to meet such budget shall be divided by the number of Developed Lots, and the quotient so determined shall be the assessment for each Lot ("Lot Assessment Amount") for the ensuing calendar year. Written notice of the Lot Assessment Amount shall be given to each Owner, who shall be responsible for the payment of an amount equivalent to the Lot Assessment Amount multiplied by the number of Lots owned by such Owner on the first calendar day of the calendar year for which such assessment is due.

6.3.1 Owners Right to Dispute Assessment. The Owners of a majority of the Developed Lots within the Properties (ownership being determined as of the first calendar day of the calendar year for which such assessment is made, each such Owner being hereafter referred to as a "Record Owner") may, at any time within thirty (30) days of the date the notice of assessment is given by the Architectural Control Committee, notify the Committee that they dispute the amount of such assessment. Upon receipt of such notice of the Owners' dispute as to the amount of the assessment, the Committee shall call a meeting of all the Owners mailing written notice to each Record Owner by United States First Class Mail, addressed to each Record Owner at the mailing address of such Owner's residence if maintained within the Properties, or if no residence is then maintained by the Owner within the Properties, at the mailing address of such Owner according to the record of the Tax Commissioner of the County in which the Properties are located. Notice of such called meeting shall be given to each Record Owner at least ten (10) days prior to such meeting, and such meeting shall be held not later than thirty (30) days following the date of mailing of such notice. At the meeting the Architectural Control Committee or its representative shall present to the Owners present the bases on which the proposed, disputed assessment was made, and the Record Owners present at such meeting shall vote to approve or disapprove of the assessment. A majority vote of the Record Owners present and voting shall be sufficient to approve the proposed assessment, but the vote of at least 75% of the Record Owners present and voting shall be required to disapprove thereof. If the assessment is approved, then it shall be binding and enforceable against each Owner. If the assessment is disapproved, the parties shall resolve the issue in the manner set forth in the following paragraph.

6.3.2 Dispute Resolution. If the assessment proposed by the Architectural Control Committee is disapproved, the Lot Assessment Amount for the ensuing calendar year shall be determined by the following process: The Architectural Control Committee and the Record Owners (by majority vote of the Record Owners present and voting) shall each select a representative, and the two (2) representatives so chosen shall then select a third representative. The three (3) representatives so chosen (hereinafter referred to as the "Arbitration Committee") shall then agree upon a reasonable process for determining the amount of the assessment for the ensuing calendar year, and shall employ such process to prepare a budget for the ensuing calendar year for the total of all expenses which may reasonably be expected to be incurred for any and all purposes for which assessments may be made pursuant to this Article. The total amount required to meet such budget, plus any costs and expenses reasonably incurred by the Arbitration Committee in arriving at such budget (including the reasonable fees of accountants, consultants and other professionals consulted by the Arbitration Committee) shall be divided by the number of Developed Lots (see Section 2 above), and the quotient so determined shall be the Lot Assessment Amount for the ensuing calendar year. The amount determined by the Arbitration Committee shall be binding upon the Architectural Control Committee, the Owners, the Declarant, and their respective successors and assigns.

6.4 Due Date of Assessments. The Lot Assessment Amount for each Lot shall be payable on or before March 15 of the calendar year for which it is assessed. Any assessment, or portion thereof, not paid when due shall be delinquent. If the same is not paid within five (5) days after the due date, then a late charge equal to ten percent (10%) of the amount thereof or \$25.00, whichever is greater, shall also be due and payable to the Association. Any assessment or portion thereof not paid when due shall bear interest from the date of delinquency until paid at the maximum legal rate applicable to judgments in the State of Georgia.

6.5 Creation of the Lien and Owner's Personal Obligation for Assessments. Each Owner of any Lot, by acceptance of a deed or other conveyance therefor, whether or not it shall be so expressed in any such deed or other conveyance, covenants and agrees to pay the assessments which shall be fixed, established and collected from time to time as herein provided. Such assessments, together with such interest thereon, late payment charge, and costs of collection thereof as herein provided, shall be a charge on and a continuing lien upon the Lot against which each such assessment is made. Such lien shall be perfected by filing of record in the office of the Clerk of Superior Court of the County in which the Lot is located a claim of lien at any time after the assessment, or portion thereof, becomes delinquent. The claim of lien shall be substantially in the same manner and form as is applicable to claims of lien for labor, materials or services provided in the improvement of real property under Title 44 of the Official Code of Georgia. Such a claim of lien shall also secure all assessments, or portions thereof, which come due thereafter until the claim of lien is cancelled of record. Also, each Owner shall be personally liable for the portion of any assessment coming due while he is the Owner of a Lot, and his grantee shall be jointly and severally liable for such any assessment imposed but unpaid at the time of a conveyance, but without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor. Provided, however, any person who becomes the Owner of a Lot as purchaser at a judicial or foreclosure sale conducted with respect to an Institutional Mortgage, or pursuant to any proceeding in lieu of the foreclosure of such mortgage,

shall be liable only for assessments coming due after the date such person so acquires title to the Lot.

6.6 Remedies for Nonpayment of Assessments. The Declarant or Architectural Control Committee may suspend any voting rights of the Owner during the period in which any assessment payable by such Owner, or portion thereof, remains unpaid and may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against such Owner's Lot, in which event late charges, interest, costs and attorney's fees in an amount equal to the greater of \$500.00 or fifteen percent (15%) of the past due amount plus interest due thereon, may be added to the amount of such assessment or portion thereof which is past due. All payments on account shall be applied first to late charges, then interest, then attorney's fees, and then to the assessment lien first due. Each Owner, by his acceptance of a deed or other conveyance to a Lot, vests in the Declarant and/or Architectural Control Committee the right and power to bring all actions against him personally for the collection of such charges as a debt and to foreclose the aforesaid lien against his Lot in the same manner as other liens for the improvement of real property. Any legal action brought by the Declarant or Architectural Control Committee to enforce such lien against such Lot shall be commenced within one (1) year from the time the assessment became due. Failure to bring such an action within such time shall cause the lien to be extinguished as to such assessment, or portion thereof, more than one (1) year past due, but shall not bar an action against the Owner(s) obligated to pay the same in accordance with the provisions hereof. The Declarant or Architectural Control Committee shall have the power to bid in the Lot at any judicial or foreclosure sale and to acquire, hold, lease, encumber and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his Lot.

6.7 Exemptions. The assessments provided for herein shall not be applicable to any sale of a lot, tract or parcel of the Subdivision made by a mortgagee who has financed the acquisition of, or improvements to, the subject Lot(s), whether such sale is made by the mortgagee in exercise of its rights under the foreclosure provisions of its security deed or is made by the mortgagee who has acquired the property as a result of such exercise of its foreclosure rights in order to dispose of the property subsequent to foreclosure.

ARTICLE VII

MISCELLANEOUS PROVISIONS

7.1 Duration; Automatic Renewal. This Declaration and the covenants, restrictions and provisions set out herein shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Committee and every owner of any part of The Properties, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Declaration is recorded, and continuing through and including the twenty (20) year anniversary of such recording date, after which time said covenants shall be automatically extended for successive periods of five (5) years unless a change (the word "change" including additions, deletions or modifications thereto, in whole or in part) is approved by a majority of the owners of the total number of lots then subject to this Declaration voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all such owners at least thirty (30) days in advance and shall set forth the purpose of

such meeting; PROVIDED, HOWEVER, that no such change shall be effective until one (1) year following the vote referred to above, nor shall any such change be effective prior to the recording of a certified copy of such resolution on the Deed Records of Houston County, Georgia.

7.2 Amendments. This Declaration may be amended during the first twenty (20) year period by an instrument adopting such amendment signed by the record title owners of at least ninety percent (90%) of all of the lots comprising the Properties, and thereafter by an instrument signed by the record title owners of at least seventy-five percent (75%) of all of the lots comprising the Properties.

7.3 Notice. "Notice" for the purposes of this Declaration shall be deemed to have been given when deposited with the United States Postal Service for mailing by First Class Mail, with adequate postage thereon to assure delivery, addressed to the Owner entitled to receive such notice, at such Owner's mailing address as reflected on the most recent tax digest published by the County in which the Properties are located, unless such owner has given written notice to the Architectural Control Committee of a different address, in which event such notice shall be sent to the Owner at the address so designated. The receipt of the Postal Service for such mailing will be deemed sufficient proof of mailing, and such Notice shall be deemed to have been delivered on the third (3rd) business day following its mailing.

7.4 Enforcement. The Declarant and/or the Architectural Control Committee shall have the right (but not the duty) to enforce any of the covenants and restrictions set out in any Declaration hereafter filed by Declarant or any subsequent owner. Enforcement of the covenants and restrictions shall be by any proceeding at law or in equity against any persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land, to enforce any lien created by these covenants and failure by the Declarant, the Committee, or any owner to enforce any such covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter.

If the Declarant and/or Architectural Control Committee hires legal counsel to enforce any of the foregoing covenants, conditions, reservations or restrictions, all costs incurred in the enforcement, including reasonable attorney's fees, shall be paid by the Owner or Owners of the Lot(s) and the Declarant and/or Architectural Control Committee shall have a lien upon the Lot(s) to secure payment of all such accounts.

7.5 Restriction on Use of Walking Trail and Bridal Path Easement. No motor bikes, motorcycles, all terrain vehicles or any other motorized vehicles shall be used, operated or stored on any Walking Trails or Bridal Path Easements located on the Properties, except as follows: (i) a Lot Owner or a member of a Lot Owner's immediate family may operate an electric powered, four wheel golf cart on the Walking Trail or Bridal Path; such electric golf cart must be of the kind and nature commercially available for purchase in the open market for use on golf courses; (ii) Persons performing maintenance on the Walking Trail or Bridal Paths as a result of a contract with the Declarant or the Architectural Control Committee may operate machinery and equipment as necessary for maintenance of the Bridal Paths and Walking Trails.

7.6 No Obstruction of Walking Trails or Bridal Paths. No Lot Owner or other person may place any fences or obstructions within any of the Walking Trails or Bridal Paths.

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The Architectural Control Committee may place or approve placement of benches, picnic tables, exercise equipment, horse jumps or other amenities within the Walking Trails or Bridal Paths.

7.7 **Reservation of Declarant's Rights in Area Designated "Horse Paddock and Pasture" and Area Designated "Wetland."** Declarant reserves all right, title and interest to the area of the Properties denominated "Horse Paddock and Pasture" and "Wetland Area," dated June 10, 2002, by James R. McDougald, Georgia Registered Land Surveyor No. 2702, a copy of which survey is recorded at Plat Book 23, page 130, Peach County Records. In addition to all other rights, Declarant reserves the right to fill, change or cover with a Lake all or any portion of these areas.

7.8 **Severability of Provisions.** If any paragraph, section, sentence, clause or phrase of the Declaration shall be or become illegal, null, or void for any reason or shall be held by any court of competent jurisdiction to be illegal, null, or void, the remaining paragraphs, sections, sentences, clauses, or phrases would have been and are imposed irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses or phrases shall become or be illegal, null or void.

7.9 **Titles.** The titles, headings, and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.

IN WITNESS WHEREOF, the undersigned Declarant has set its hand and affixed its seal to these presents as of the day and year first written above.

TPS PROPERTIES, INC.

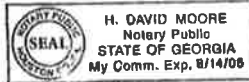
By: Toni P. Smith
TONI P. SMITH, President



Signed, sealed and delivered in the presence of:

H. David Moore
Unofficial Witness

H. David Moore
Notary Public



By



presence of:

Unofficial Witness

Neil D. Brown
Notary Public

Not for Public Use



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EXHIBIT "A"Description of the Properties

All that tract or parcel of land situate, lying and being in Land Lots 7 and 8 of the Ninth Land District of Peach County, Georgia, known and designated as Lots 12-41 (both inclusive), of the Subdivision known as THE FARM, according to that certain Subdivision Survey of THE FARM, prepared by McDougald & Associates, Surveyors, certified by James R. McDougald, Georgia Registered Land Surveyor No. 2702, dated June 10, 2002, a copy of which is of record in Plat Book 23, Page 130, Clerk's Office, Peach Superior Court. Said plat and the recorded copy thereof are hereby made a part of this description by reference thereto for all purposes.