

DECLARATION OF COVENANTS, CONDITIONS RESTRICTIONS AND EASEMENTS

THIS DECLARATION, made this 1st day of January, 2008, by ✓ Jeff Lindsey Communities, Inc., a Georgia corporation (hereinafter "Developer"):

WITNESSETH:

WHEREAS, Developer is the owner of certain real property lying in Land Lots 56, 6th District, and being in Coweta County, Georgia, which real property is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as ✓ "Coggin's Farm", and

WHEREAS, Developer desires to provide for the preservation and enhancement of the property values in **Coggin's Farm** Subdivision and for the maintenance of the property and improvements thereon, and to this end desires to subject the real property described as "**Coggin's Farm**" to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit said property and each owner thereof; and

NOW THEREFORE, Developer declares that the real property described in Exhibit "A" is and shall be held, transferred, sold, mortgaged, conveyed, lease occupied and use subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I
DEFINITIONS

Section 1. "Architectural Control Committee" shall mean and refer to Jeff Lindsey Communities or such other individual (s) or entity (ier) as Developer may appoint, until all lots in **Coggin's Farm** shall have been fully developed and permanent improvements constructed thereon and sold to permanent residents.

Section 2. "Declaration" shall mean the covenants, conditions, restrictions and easements and all other provisions herein set forth in this entire document, as may from time to time be amended.

Section 3. "Developer" shall mean and refer to Jeff Lindsey Communities, Inc. a Georgia corporation, or any successor in title or any successor in interest to Jeff Lindsey Communities, Inc. to all or any portion of the property then subject to this Declaration, provided that in the instrument of conveyance to any such successor in title or interest, such successor in title is expressly designated as the "Developer" hereunder by the grantor of such conveyance, which grantor shall be the Developer hereunder at the time of such conveyance.

Section 4. "Lot" shall mean and refer to all lots as shown upon the Plat.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons, of the fee simple title to any lot which is a part of the Property, but excluding those having such interest merely as security for the performance of an obligation.

FILED IN OFFICE
01/17/2008 03:04 PM
BK=3300 PG=270-279
CINDY G. BROWN
CLERK OF SUPERIOR COURT
COWETA COUNTY

Section 6. "Person" shall mean and refer to a natural person, corporation, partnership, association, trust or other legal entity, or any combination thereof.

Section 7. "Plat" shall mean and refer to that certain final plat of the Property to be recorded in the Office of the Clerk of Superior Court of Columbus, Georgia by Developer.

Section 8. "Property" shall mean and refer to that certain real property described as **"Coggin's Farm"**.

Section 9. "Structure" shall mean and refer to : (i) any thing or object, the placement of which upon any lot may affect the appearance of such lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, gazebo, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, tennis court, fence, curbing, paving, wall, tree, shrub, sign, signboard, mailbox, driveway, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such lot; (ii) any excavation, grading, fill ditch, diversion dam, or other thing, object or device which affects or alters the natural flow of surface waters from, upon or across any lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any lot; and (iii) any change in grade at any point on a lot of more than six (6) inches.

ARTICLE II ARCHITECTURAL CONTROL COMMITTEE

Section 1. Purpose, Powers and Duties of the Architectural Control Committee. The purpose of the Architectural Control Committee is to assure that the installation, construction or alteration of any Structure on any Lot is in accordance with the standards determined by the Architectural Control Committee. To the extent necessary to carry out such purpose, the Architectural Control Committee shall have all of the powers and duties to do each and every thing necessary, suitable, convenient or proper for, or in connection with or incidental to the accomplishment of such purpose, including, without being limited to, the power and duty to approve or disapprove plans and specifications for any installation, construction or alteration for any Structure on any Lot.

ARTICLE III EASEMENTS

Section 1. Easements for Developer. Developer hereby reserves for itself, its successors and assigns, the following easements and rights of way in, on, over, under and through any part of the Property owned by Developer for so long as Developer owns any Lot primarily for the purpose of sale:

For the erection, installation, construction and maintenance of wires, lines and conduits, and necessary or proper attachments in connection with the transmission of electricity, gas, water, telephone, community antenna, television cables and other utilities;

For the construction of improvements on the Lots;

(c) For the installation, construction and maintenance of storm water drains, public and private sewers, and for any other public and quasi-public utility facility;

No owner may obstruct or rechannel the drainage flows after installation of drainage swales, storm sewers, or utility easements. As to any Lot on which a storm drain is located, an easement is reserved to County authorities for the purpose of repairing or maintaining said storm drain. The right is also reserved by Jeff Lindsey Communities, Inc. to prepare sloping banks, cut or fill, not exceed three to one slope, on all street, roads, or drainage areas.

For any sales offices, model units or drainage areas space in connection with its efforts to market lots.

For the maintenance of such other facilities and equipment as in the sole discretion of Developer may be reasonably required, convenient or incidental to the completion, improvement and sale of lots.

Developer shall have the right to transfer any easements he has to the Owners at any future date.

ARTICLE IV GENERAL COVENANTS AND RESTRICTIONS

The following covenants and restrictions shall apply to all lots and to all structures erected or placed thereon;

Section 1. Residential Use. All lots shall be restricted exclusively to single family residential use. No lot, or any portion thereof, shall at any time be used for any commercial, business or professional purpose; provided, however, that nothing herein shall be construed to prohibit or prevent Developer or any builder of residences in **Coggin's Farm** from using any lot owned by developer or such builder for the purpose of carrying on business related to the development, improvement and sale of lots in **Coggin's Farm** subdivision.

Section 2. Nuisances.

No unlawful, noxious or offensive activities shall be carried on in any lot, nor shall anything be done therein or thereon which constitutes a nuisance, causes unreasonable noise or disturbance to other or unreasonable interferes with other Owners' use of their lots.

No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of an Owner's lot so as to render the same unsanitary, unsightly or offensive. No nuisance shall be permitted to exist upon any portion of the property. Without limiting the generality of any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on the property or any portion thereof.

Section 3. Resubdivision of Property. No lot may be split, divided, or

Section 4. Erosion Control. No activity which may create erosion or siltation problems, shall be undertaken on any lot without the prior written approval of the Developer. The Developer may require the use of certain means of preventing and controlling such erosion or siltation. Such means may include (by way of example and not of limitation) physical devices for controlling the runoff and drainage of water, special precautions in grading and otherwise changing the natural landscape and required landscaping .

Section 5. Temporary Buildings. No temporary building, trailer, garage or building under construction shall be used, temporarily or permanently, as a residence on any lot except as temporary sleeping or living quarters required or desirable for security purposes approved by the Developer. A contractor or builder may erect or place on any lot a temporary building, shed or trailer for use in connection with construction on such lot without the prior written consent of the Developer.

Section 6. Signs.

No signs whatsoever (including but not limited to commercial and similar signs) shall, without the Developer's prior written approval of plans and specifications therefore, be installed, altered or maintained on any lot, or on any portion of a structure visible from the exterior thereof, except;

such signs as may be required by legal proceedings;

not more than one "For Sale" or "For Rent" sign, provided that in no event shall any such sign be larger than nine square feet in area;

directional signs for vehicular or pedestrian safety in accordance with plans and specifications approved by the Developer.

Following the consummation of the sale of any lot, the "For Sale" sign located thereon shall be removed immediately.

Section 7. Setbacks. In approving plans and specifications for any proposed structure, the Developer may establish setback requirements for the location of such structure which are more restrictive than those established by the Plat. No structure shall be erected or placed on any lot unless its location is consistent with such setbacks.

Section 8. Clothesline. No outside clothesline shall be placed on any lot.

Section 9. Mobile Homes, Recreational Vehicles and Trailers. No mobile home, trailer, trailer house, or recreational vehicle other than a boat shall be parked on any lot, except within enclosures or behind screening. Nothing contained herein shall prohibit the use of portable or temporary building or trailers as field offices by contractors during actual construction.

Section 10. Accessory Structures. Subject to the reasonable approval of the Architectural Control Committee, a detached accessory structure may be placed on a lot

to be used for a playhouse, a swimming pool, tennis court, a tool shed, a mailbox, a dog house or a garage; a garage may also be an attached accessory structure. Such accessory structure shall not exceed twenty (20) feet in height and shall conform in exterior design and quality to the dwelling on the same lot. With the exception of a garage that is attached to a dwelling as such dwelling fronts on the street abutting such lot. Such accessory structures shall also be located within such side and rear setback lines as may be required hereby or by applicable zoning law.

Section 11. Improvement of Lots. All construction of dwellings, accessory structures and all other improvements in **Coggin's Farm** subdivision shall be undertaken and completed in accordance with the following conditions:

All construction shall be carried out in compliance with the laws, code rules, regulations and orders of all applicable governmental agencies and authorities.

No exposed above ground tanks for the storage of fuel or water or any other substance shall be located on any lot other than apparatus relating to solar energy.

(c) No lumber, bricks, stones, cinder blocks, scaffolding, mechanical devices, or any other materials or devices used for building purposes shall be stored on any lot except for purposes of construction of a dwelling or accessory structure on such lot, nor shall any such building materials or devices be stored on any lot for longer than the length of time reasonably necessary for the construction in which such materials or devices are to be used.

Adequate off street parking shall be provided for each lot. Vehicles of residents shall not be routinely parked on subdivision streets, nor shall vehicles be routinely parked on any portion of a lot other than a paved driveway or a garage.

Any construction on a lot shall be at the risk of the Owner of such lot and the owner of such lot shall be responsible for any damage to any curbing or street resulting from construction on such lot; repairs of such damage must be made within thirty (30) days after completion of such construction.

The enclosed, heated living area (exclusive of garage, carports, porches, terraces, bulk storage and basement) shall contain not less than 1800 square feet in any one story dwelling, and 1800 square feet in any dwelling which has more than one story. No dwelling shall be constructed exceeding two stories in height above ground on any lot, and three stories in height including a basement on any lot.

Exterior TV or radio receiving equipment shall not be permitted, unless same is not visible from the street.

No solar devices shall be visible from the street in front of a residence.

Section 12. Fences. No fence or wall of any kind shall be erected or maintained on the front of any lot. Front meaning not to exceed front corners of residence. Only wood fences may be installed from back of corners of house to property lines, no taller than 6 feet in height. Chain link fences may be not be installed. On corner lots no fence may be used unless approved by Architectural Committee.

Section 13. Animals. No animals, including birds, insects and reptiles, may be kept on any lot unless kept thereon solely as household pets and not for commercial purposes. No animal shall be allowed to become a nuisance.

Section 14. No exterior construction, alteration, or addition to a structure of any nature whatsoever, including fences, playhouses, tree houses, or dog houses, shall be made unless or until the plans are approved by the Architectural Control Committee.

Section 15. The removal of any living tree must be approved by the Architectural Control Committee.

Section 16. No above ground pools may be installed.

Section 17. All driveways will be concrete no gravel or blacktop may be used.

ARTICLE V GENERAL PROVISIONS

Section 1. Enforcement.

The Developer, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Developer or by an 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 Developer shall have the right of abatement in all cases where an owner of a lot shall fail to take reasonable steps to remedy a violation or breach of any restriction, condition, or covenant contained in this Declaration within twenty (20) days after the mailing of written notice of such violation or breach. The right of abatement means the right of the Developer, through its agents and employees, to enter at all reasonable times upon any lot or structure as to which a violation or breach exists, and to take such action or actions specified in the notice to the owner to abate, extinguish, remove or repair such violation or breach, all without being deemed to have committed a trespass or wrongful act by reason of such entry and such actions.

Section 2. Severability. If any provision of the Declaration, or any paragraph, subparagraph, article, section, sentence, clause, phrase, word of the application thereof in any circumstance, is held invalid, the validity of the remainder of this Declaration and the application of any such provision, paragraph, subparagraph, article, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby and the remainder of this Declaration shall be construed as if such invalid part was never included therein.

Section 3. Headings. The headings of articles and sections in this Declaration are for convenience of reference only and shall not in any way limit or define the content or substance of such articles and sections.

Section 4. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a period of twenty (20) years from the date this Declaration is recorded, at the end of which period such covenants and restrictions shall be

automatically extended for successive periods of ten (10) years each, unless at least two-third (2/3) of the Owners at the time of the expiration of the initial period, or of any extension period, shall sign an instrument in which said covenants and restrictions are modified in whole or in part, which instruments is filed of record in the appropriate county.

Section 5. Rights and Obligations. Each grantee of the Developer, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers create or reserved by this Declaration. All rights, benefits and privileges of each character hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in the property or any portion thereof, and shall inure to the benefit of such grantee in like manner as though the provision of this Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

Section 6. Creation of the Lien and Personal Obligation of Owner.

Each Owner of a lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to reimburse the Developer for any costs or expenses incurred by Developer in enforcing against such Owner any restrictions, conditions, covenants, reservations, liens and charges, and the jurisdictions, rights, and powers created or reserved by this Declaration. Such costs or expenses, together with interest thereon at twelve (12%) percent per annum and costs of collection thereof, as hereinafter provided, including reasonable attorneys fees, shall be a charge and a continuing lien upon the lot at the time when the costs or expenses are incurred. Such costs or expenses, together with interest thereon at twelve (12%) percent per annum and costs of collection thereof, including reasonable attorneys fees, shall also be the personal obligation of the person who was the owner of such lot at the time when the costs or expenses were incurred. This personal obligation shall not pass to his successors in title unless expressly assumed by them.

In such case, the Developer may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against such owner's lot, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such costs or expenses. Each such owner, by his acceptance of a deed to a lot, hereby expressly vests in the Developer, or its agents, the right and power to bring all actions against such owner personally for the collection of such costs or expenses as a debt and to enforce the aforesaid lien by all methods available for the enforcement of liens against real property, including foreclosure by an action brought in the name of the Developer in a like manner as a mortgage foreclosure on real property, and such owner hereby expressly grants to the Developer a power of sale in connection with the foreclosure of said lien. The lien provided for in this Section shall be in favor of the Developer and shall be for the benefit of all other owners. The Developer, acting on behalf of the owners, shall have the power to bid for the interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

Section 7. Notices. Notices provided for in this Declaration shall be in writing and shall be addressed to any Owner at his lot or at such other address as hereinafter provided. Notices addressed as above shall be deemed delivered upon mailing by United States registered or certified mail or when delivered in person.

Section 8. Amendment. This Declaration may be amended unilaterally at any time and from time to time by Developer (i) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith, (ii) if such amendment is necessary to enable any reputable title insurance company to issue title, insurance coverage with respect to the lots subject to this Declaration, (iii) if such amendment is required to obtain the approval of this Declaration by an institutional lender, such as a bank, savings and loan association or life insurance company, or by a governmental lender or purchase or mortgage loans, such as the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the lots subject to this Declaration, or (iv) if such amendment is necessary to enable any governmental agency, such as the Veterans Administration, or reputable private insurance company to insure mortgage loans on the lot subject to this Declaration. Further, this Declaration may be amended at any time and from time to time by an agreement signed by at least seventy-five percent (75%) of the owners of lots; provided, however, such amendment by the Owners shall not be effective unless also signed by Developer, if Developer is the owner of any real property then subject to this Declaration. No amendment to the provisions of this Declaration shall alter, modify, change or rescind any right, title, interest or privilege herein granted or accorded to the hold of any mortgage encumbering any lot unless such holder shall consent in writing thereto. Any such amendment shall not become effective until the instrument evidencing such change has been filed of record. Every purchaser or grantee of any interest in any real property made subject to this Declaration, by acceptance of a deed or other conveyance therefore, thereby agrees that this Declaration may be amended as provided in this Section.

Section 9. Limited Unilateral Right to Amend.

Anything in this declaration to the contrary notwithstanding the Developer shall have the right unilaterally and at its sole discretion, and, without the approval by lot owner of any lots, to further amend this declaration by amending the plats and legal description of the property subject to these covenants and restrictions set out in this declaration. In that event, the Developer shall have the right to realign the boundary lines of any lots of the property which are still owned by the Developer at that time and to construct a road or street over any lot or portion thereof

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, JEFF LINDSEY COMMUNITIES, INC. has caused
this Declaration to be executed in its name by its duly authorized officers and its seal
affixed on the day and year first above written.

JEFF LINDSEY COMMUNITIES, INC

By: _____

Its: _____

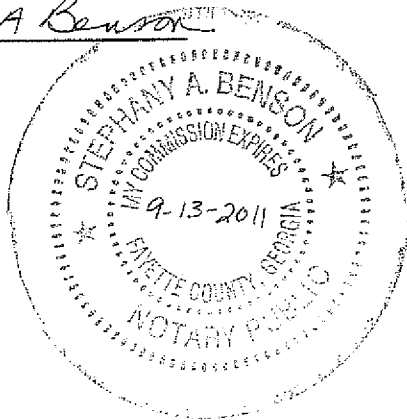
Attest: _____

Its: _____

Signed, sealed and delivered this 14th day of January, 2008 in the presence of:

Witness

Stephany A Benson
Notary Public



LAW OFFICES OF
KALISH & ASSOCIATES, P.C.
1933 HIGHWAY 34 EAST
NEWNAN, GEORGIA 30265

BK=3300 PG=279

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 56 of the 6th District of Coweta County, Georgia and being Lots 1,2,4,5,6,7,8,9,10,11,86,87,88,89,90 of Coggin's Farm, Phase I, as per plat recorded in Plat Book 83, pages 362-366, Coweta County, Georgia records. Reference to said plat is hereby made for a more complete description of the property conveyed herein.