

QUAIL RIDGE SOUTH  
A Subdivision in Grady County, Georgia

98 JAN -8 AM 10: 43

DECLARATION OF COVENANTS AND RESTRICTIONS OF SUPERIOR COURT

STATE OF GEORGIA  
COUNTY OF GRADY

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Covenants and Restrictions, made and entered into this 26<sup>th</sup> day of February, 1997, by SUGAR PLUM ASSOCIATES PARTNERSHIP, Ltd., a Florida limited Partnership, hereinafter referred to as Developer.

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Article II of this Declaration and desires to create thereon a residential community.

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said residential community, to create an agency to which should be delegated and assigned the powers of maintaining and administering and enforcing the Covenants and Restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer shall incorporate under the laws of the State of Florida, as a non-profit corporation, Quail Ridge South Homeowners Association, Inc., for the purposes of exercising the functions aforesaid to;

NOW THEREFORE, the Developer declares that the real property described in Article II and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I  
DEFINITIONS

Declaration (unless the context shall prohibit) shall have the following meanings:

- a) "Association" shall mean and refer to Quail Ridge South Homeowners Association, Inc.,
- b) "Board" shall mean and refer to the Board of Directors of the Quail Ridge South Homeowners Association, Inc.

RECORDED  
Book 427 Page 000341

000342

c) "Common Properties" shall mean and refer to those portions of the Properties not included in the Lots, including but not limited to, roads and storm water control facilities. "Common Properties" shall also be any other property purchased or leased by the Association and devoted to the common use and enjoyment of the owners of the Properties.

d) "Developer" shall mean Sugar Plum Properties Associates, Ltd., a Florida limited Partnership or it's assigns or successors in interest.

e) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of Common Properties as heretofore defined.

f) "Unoccupied Lot" shall mean vacant lot with no house on it or on which a model unit that has never been sold is located.

g) "Occupied Lot" shall mean any lot with a house on it that has ever been occupied by purchaser or renter even though it may be vacant now because it is held for resale.

h) "Member" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot situated upon the properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

i) "The Properties" shall mean and refer to all existing properties, and additions therefore, as are subject to this Declaration or any Supplemental Declaration.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Grady County, Georgia. Said property is more particularly described as that certain subdivision plat recorded in the public records of Grady County, Georgia Official Records Book 23, Pages 124, 125, and 126.

## ARTICLE III

### ENFORCEMENT, MEMBERSHIP AND VOTING RIGHTS

**Section 1. Enforcement.** Enforcement of these Covenants and Restrictions shall be any owner or the Association through its Board of Directors by an appropriate civil proceeding against

000342  
2

any person or persons failing to comply with, violating or attempting to violate any Covenant or Restrictions, either to restrain violation, force compliance, or to recover damages, and against the land to enforce any lien created by these Covenants; and failure by the Association or any owner to enforce any Covenant or Restriction herein contained shall in no event be deemed a waiver of the rights to do so thereafter. In the event the Owner or Board finds it necessary to employ an attorney for any purpose deemed to constitute enforcement of these Covenants and Restrictions, the Board shall be entitled to recover actual attorney's fees incurred and costs incurred against any member who has failed to fully comply with these Covenants and Restrictions and thereby necessitated the expenses of attorney's fees or costs regardless of whether or not suit is filed or the proceedings ever proceeded to final judgment. Any such amount which becomes owed by a member shall constitute a lien upon that owner's lot as provided for in these Covenants and Restrictions and can be dealt with as any other lien created herein.

**Section 2. Membership.** Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by Covenants or record to assessment by the Association shall be a member of the Association. The requirement of membership shall apply to any mortgagee acquiring possession or title by foreclosure or otherwise pursuant to the mortgage instrument and the mortgagee shall pay all assessments as a member. It was the intent of the Developer that the Association will be formed in advance of any sale of lots in this subdivision.

**Section 3. Voting Rights.** The Association shall have one class of voting membership:

The members shall be all those owners as defined in Section 2 including the Developer so long as the Developer owns any lots in the subdivision. Each member shall be entitled to one vote for each lot in which he holds the interests required for membership by Section 2. When more than one person holds such interest or interests in any lot, all such persons shall be members, and the vote for each lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot.

Until such time as 75% of the total lots available to be developed and sold in Quail Ridge South are sold and not owned by the Developer, the Board of Directors of Quail Ridge South Homeowners Association, Inc. shall consist of three members, two of which shall be chosen by the Developer and one chosen by the owners, other than the Developer. The Developer may place himself or any other representative he chooses on the Board during this period. The purpose of requiring Developer to have control of Quail Ridge South until 75% of the lots are sold is to insure

that Quail Ridge South is continually developed consistent with these Covenants and Restrictions.

#### ARTICLE IV

##### PROPERTY RIGHTS IN THE COMMON PROPERTIES

**Section 1. Member's Easements of Enjoyment.** Every member shall have a right and easement of enjoyment in and to the Common Properties and such easements shall be appurtenant to and shall pass with the title of every lot.

**Section 2. Title to Common Properties.** The Developer shall upon dedication of the plat of Quail Ridge South to Grady County, Georgia, also dedicate all roads, parks, conservation easements, drainage ways, and any other easements deemed necessary to the perpetual use of the public.

#### ARTICLE V

##### COVENANT FOR MAINTENANCE ASSESSMENTS

**Section 1. Creation of the Lien and Personal Obligation of Assessment.** The owner of any lot including the Developer by acceptance of deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

**Section 2. Purposes of Assessments.** The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to the purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon the properties, including but not limited to the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of

labor, equipment, materials, management and supervision thereof.

**Section 3. Amount of Annual Assessments.** Until January 1, 1999, the annual assessment, payable monthly, shall be \$10.00 per month per occupied lot and \$5.00 per month per unoccupied lot.

From and after January 1, 1999, the annual assessment may be increased by majority vote of the Members as hereinafter provided, for the next succeeding year and at the end of each such period of one year for each succeeding period of one year. The annual assessment for an unoccupied lot shall be no more than the assessment of an occupied lot.

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment, payable annually, for any year at a lesser or higher amount.

**Section 4. Date of Commencement of Annual Assessments, Promotions and Due Dates.** The annual assessments provided for herein shall commence on the date fixed by the Board of Directors of the Association to be the date of commencement, this date will be January 1, 1998. The first annual assessment shall be made for the balance of the assessment year and shall become due and payable at closing. The assessment for any year, after the first year, shall become due and payable on January 1st of each year.

The amount of the annual assessments which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 4 hereof as the remaining number of months in that year bear to twelve. The same adjustment in the amount of the assessment at a time other than the beginning of an assessment period shall also apply.

**Section 5. Special Assessments for Capital Improvements.**

In addition to the annual assessments authorized by Section 4 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the consent of two-thirds of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least 30 days in advance and shall set forth the purpose of the meeting. The due date of any special assessment



shall be fixed in the resolution authorizing such assessment.

**Section 6. Duties of the Board of Directors.** Subject to the provisions of Article III, Section 3, the Board of Directors of the Association shall be elected by a majority vote of the members according to the articles or by-laws of the Association, shall fix the date of commencement, and the amount of the annual assessment against each lot referred to in Section 4 hereof, for each assessment period at least 30 days in advance of such date or period and shall, at that time, prepare a roster of the Properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner. Written notice of the assessment thereupon shall be sent to every owner subject thereto.

The Board of Directors shall be the governing body of Quail Ridge South Homeowners Association and the Board shall have total and final authority to enforce these Covenants and Restrictions, approve any and all structures to be placed upon any lot as permitted by the Covenants and Restrictions, to act as an Architectural Control Committee if such a committee should be deemed necessary, and to perform any other function expressly provided for in the Covenants and Restrictions or which may become necessary to fulfill the intent of these Covenants and Restrictions.

The Association shall, upon demand, furnish at any time to any owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

**Section 7. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of Association.** If the assessments are not paid on the date when due, then such assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall pass to his successors in title.

If the monthly assessment payment is not paid within 30 days after delinquency date, the assessment shall bear interest from the date of delinquency at the highest rate allowable under the laws of the State of Georgia, and the Association may bring an action at law against the owner

personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of such action. In the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and actual attorney's fees incurred by the Association shall be included in the judgment fixed by the Court together with the costs of the action. The Association shall be entitled and authorized to seek the assistance of an attorney at any time after any assessment is delinquent from any owner and actual attorney's fees and costs shall constitute a part of the continuing lien created by the delinquency regardless of whether or not suit is filed.

**Section 8. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be absolutely subordinate to the lien of any first mortgage placed upon the subject to assessment prior to the assessment. This subordination shall not relieve such property from liability for any assessments now or hereafter due and payable but the lien thereby created shall be secondary and subordinate to any prior first mortgage as if said lien were a second mortgage.

**Section 9. Property Exempt from Assessments, Charges and Liens.** The following property subject to this Declaration shall be exempted from the assessments, charges, and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common properties; (c) all properties exempted from taxation by the laws of the State of Georgia, upon the terms and to the extent of such legal exemption; (d) all properties owned by the Developer.

Notwithstanding any provisions herein, no land other than as hereinafter specified or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

**Section 10. Property Exempt from Covenants and Restrictions.** No lot shall be exempt from the Covenants and Restrictions.

**Section 11. Modifications of These Covenants and Restrictions.** These Covenants and Restrictions may be modified only by a two-thirds vote of the members of the Association and any such modification shall be consistent with the overall plan established by these Covenants and Restrictions to preserve the values and amenities of the community.

## ARTICLE VI

### ARCHITECTURAL CONTROL COMMITTEE

**Section 1.** An Architectural Control Committee (ACC) shall be formed of five members, two of which will be appointed by the Developer, one of which will be an officer of the Quail Ridge South Homeowners Association, Inc., and two from the general membership of the Association.

**Section 2.** Appointments to the ACC will run for a term of one year.

**Section 3.** All requests for review by the ACC will be answered within 30 days.

## ARTICLE VII GENERAL PROVISIONS

**Section 1.** No home shall be placed on any lot unless such home is at least 16 feet in width by 40 feet in length.

**Section 2.** No home shall be placed on any lot unless such home is a site built home or has been manufactured by a company engaged in the manufacture of homes and is no older than five (5) years of age at the time the home is placed on such lot.

**Section 3.** Any porch or deck will be of a construction and appearance similar to existing homes or approved by the ACC. The ACC must approve all such construction plans prior to commencement of construction and all construction must be approved before the home may be occupied. Such approval shall not be unreasonably withheld. The ACC shall have final and ultimate control over construction standards of decks, and or porches, as to quality and appearance.

**Section 4.** No other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures, topography, and adequacy of construction by the ACC. Such approval shall not be unreasonably withheld.

**Section 5.** All homes shall have a closed in foundation so that underneath the home is not visible. Compliance with this Covenant, including decorative type skirting materials, shall be approved by the ACC and shall be completed prior to occupancy of the home. Such approval shall not be unreasonably withheld.

**Section 6.** The ACC shall respond to all written requests for construction plan approvals



within 30 days after such requests are made for all Covenants requiring Association action. Such approval or action by the ACC shall not be unreasonably withheld.

**Section 7.** No more than one (1) home shall be placed on any lot.

**Section 8.** Leasing or subleasing of a home or lot to a party other than the buyer or purchaser of a lot shall be permitted, provided that all leasing or subleasing shall, in all respects, conform with these Restrictive Covenants.

**Section 9.** No home placed on any lot shall violate the set-back restrictions of Grady County Zoning, Building Regulations, or any other regulatory body.

**Section 10.** No home shall be placed on any lot unless the home has complete sanitary facilities, which shall include lavatory, water closet, tub or shower, and kitchen sink.

**Section 11.** All buyers or purchasers of lots, shall be required to enter into a water well agreement in the event of availability of a shared well, or install properly permitted individual wells prior to occupancy. All buyers or purchasers of lots shall be required to pay any deposits by a municipal or private utility company prior to occupation of any home; and also to pay promptly all monthly charges for service.

**Section 12.** There shall be no unattached meter bases nor unattached electrical boxes visible from the street in front of any lot.

**Section 13.** Only dogs, cats, and other household pets are allowed to be kept in and upon the homesite. No commercial pet operations are allowed. Penned kennels or dog runs are subject to approval by Architectural Control Committee. When such household pets are outside the homesite, they must be kept in a fenced-in area, or restrained by leash or other restraint. All pets must be on leashes or restraints when on community street or Common Areas. Owners are responsible for the pick-up and disposal of pet waste on streets, Common Areas or neighbors' homesites. Breeding or housing of domestic animals or fowl for commercial purposes is prohibited. Permission to keep a pet may be revoked by the Association if complaints are received by the Association in respect to barking, odor, or other unacceptable behavior on the part of the pet and/or such actions were not corrected upon prior notification to the pet owner.

Owners shall be liable for and shall defend, indemnify and hold Declarant and the Association harmless for all personal injury or property damage caused by pets. Owners shall, in addition, comply with all provisions of any municipal code and the laws of the State of Georgia with respect to dogs and other pets.

**Section 14.** No garbage or trash shall be burned on any lot. All garbage, trash, or other refuse shall be kept in clean and covered receptacles located either in the homes or in a building, cabana, or other enclosed structure, so that the contents thereof shall not be visible from the street. It shall be the duty of all lot owners to see that their garbage, trash, and other refuse is systematically and promptly collected by a refuse collector. No dumping of trash, garbage, gasoline, oil or other waste in the unoccupied lots or common areas shall be permitted. In any event, all solid waste must be provided for in accordance with Grady County ordinances.

**Section 15.** No noxious, offensive, immoral or illegal activity shall be carried on upon any lot, nor shall any act be committed thereon which would constitute an annoyance or nuisance to the other residents of the subdivision or to the general public.

**Section 16.** There shall be no commercial advertising or display signs permitted within the subdivision, except temporary designs of a reasonable size may be erected for sale of a lot or lots.

**Section 17.** The owner of each lot shall be responsible for landscaping, keeping the exterior of the home clean and in good repair and the lawn mowed regularly, including that area from the lot line to the edge of the paved street, and clear of any unsightly objects. Each lot must meet the following minimum landscape requirements: (1) within 60 days of occupancy sod perimeter of front yard and sprig or seed balance of cleared lot. The owner is responsible for watering, trimming, edging, and clipping the lawn.

**Section 18.** Where lots border on or contain ditches, and swales, the owner of each lot shall keep the area, including the slopes, down to the ditches mowed and maintained regularly. Washouts or erosions on the lots shall be properly tended to by the respective lot owner.

**Section 19.** No major mechanical or repair work shall be performed on any motor vehicle within the subdivision and no motor vehicle shall be stored nor remain inoperative for more than a 30 day period of time within the subdivision without prior approval of the Board of Directors of the Association.

**Section 20.** No motor home, camper, travel trailer or any similar recreational vehicle shall be stored or placed on any roadway or upon any lot in the subdivision on a permanent basis. Such vehicles, when temporarily parked in the driveway or carport of a lot shall not be occupied, nor utilities or sewer connected thereto, nor self-contained power generated to utilize the unit for living quarters. All boats or boat trailers shall be stored and placed in the carport area of the homesite or immediately to the rear side of home.

**Section 21.** Playground equipment, including but not limited to swings, swing sets, merry-go-rounds, play pens, sand boxes, toys, etc., shall be located on the rear side of the home, and not on the street side.

**Section 22.** All cars shall be parked in an orderly and neat fashion, and in a driveway or carport. No buses or trucks larger than a one-ton pickup truck shall be parked in the subdivision. All Homeowners at the time of occupancy must provide onsite parking for at least three (3) cars. All driveway connections will be paved (asphalt, concrete or other permanent material) from the edge of pavement to the right-of-way. All driveways must be approved by the ACC.

**Section 23.** All motorcycles shall be parked in an orderly and neat fashion in a carport or enclosed storage area of the home.

**Section 24.** All fences must be approved by the ACC and cannot extend forward of the front of the home. The side and back yard only may be fenced.

**Section 25.** All roofs of any homes shall be shingle-type roof construction, or receive prior approval from the ACC.

**Section 26.** These Covenants and Restrictions are to run with the title to said land and shall be binding upon all parties and all person claiming by, through or under the owner, or owning or residing on any lot and shall be binding for a period of twenty (20) years from the date of these Covenants and Restrictions, after which said Covenants and Restrictions shall automatically extend for successive periods of thirty (30) years unless an instrument signed by two-thirds of the then owners of the lots in said subdivision has been recorded agreeing to change said Covenants and Restrictions in whole or part.

**Section 27.** Invalidation of any one of these Covenants and Restrictions or any provisions herein set forth by judgment or court order shall in no way affect the other provisions hereof, which shall remain in full force and effect.

**Section 28.** The owner/developer hereby reserves unto itself, its successors, legal representatives, and assigns, a perpetual, alienable and releasable easement, privilege and right on, over and under the ground to erect, maintain and use television cables, electric and telephone lines, wires, cables, conduits, drainage pipes, sewers, water mains, and other suitable facilities for drainage purposes or for the conveyance and use of electricity, telephone, gas, water, or other public conveyances or utilities on, in or over all the easements reserved or shown on said plat, together with the right of ingress and egress to and from the lands affected by such easements. Said

owner/developer shall have the unrestricted right and power of alienation of and the unrestricted right and power to release such easements.

**Section 29.** Dwelling shall be located such that the front of the dwelling is parallel to the street easement, with the exception that this restriction shall not apply to corner lots nor to lots at the end of the cul-de-sacs. No more than two utility buildings shall be permitted on any lot and utility buildings may be placed no closer to the front lot line than the rear of the dwelling. Utility buildings shall be of contemporary design and construction and shall be kept in a neat and orderly fashion. Any storage facility for LP gas or fuel oil must be underground or located in the rear of the home so as not to be visible from the roadway.

**Section 30.** No gas, oil, mineral, quarry or gravel operations shall be permitted on any lot.

**Section 31.** No individual lot owner, or their guests or invitees shall in any manner interfere with the storm drainage facilities in the project. Specifically such facilities which are not to be interfered with shall include, but not be limited to, swales, ditches, culverts and retention ponds as well as any vegetative cover thereon, headwalls, energy absorption devices or other appurtenances to those storm drainage facilities.

**Section 32.** Any exterior lighting installed on any lot shall either be indirect or of such controlled focus and intensity as not to disturb the residents of adjacent dwellings.

**Section 33.** No boats, or other motorcraft may be permanently moored or stored on any of the common areas.

**Section 34.** All exterior television and radio antennas (Dishes) and their location shall be approved by Developer, or the Board, none of which may be placed closer to the front lot line than the rear of the dwelling.

**Section 35.** All items stored outside homes are to be placed in an authorized utility shed. The storage of boxes, bottles, cans, miscellaneous equipment or trash is not permitted around the home or on the lot.

**Section 36.** Motorcycles and minibikes shall be operated only for transportation to and from the subdivision and in a manner that does not disturb residents.

**Section 37.** Owners are responsible for informing their guests of rules and regulations and are solely responsible for the conduct of their guests. No children are permitted in any recreational area, common area or other facility within the subdivision unless accompanied by a parent or responsible adult.

**Section 38.** Garbage and trash must be stored in metal or solid plastic containers, with lids, and said containers, if above ground, must be stored at the rear of home or rear one-third carport side of the mobile home and be enclosed on all four sides, except when placed by street for pickup. Street pickup of garbage and trash in approved plastic bags shall be permitted.


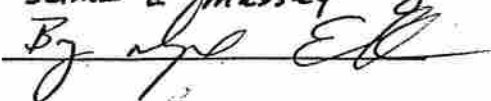
**Section 39.** Rules posted in the common or recreational areas must be observed at all times and will be strictly enforced. The recreational facilities are provided for use by Owners as Members and their guests on a "use at your own risk" basis. Use of the facilities is subject to restriction and revocation, or either of them, and the Association reserves the right to revoke the privilege to use such facilities to any Owner or his family who abuses or misuses the facilities or who violates posted rules. Hours for operation of the various facilities shall be determined by the Association, in its sole discretion and within its capability to provide proper maintenance of the facilities.


**Section 40.** Quail Ridge South Homeowners Association by execution hereof agrees to be bound by the terms and provisions of these restrictions and covenants.

**DEVELOPER**

**Sugar Plum Properties  
Associates, Ltd., a Florida  
Limited Partnership**

By:   
**Charles Harvey  
General Partner**

  
**Salma E. Massey**  
By: 

  
Byron Dewayne Ekins  
My Commission CC615678  
Expires January 23, 2001



