

093329

RESTRICTIVE COVENANTS

PHASE II
SUBDIVISION

GEORGIA, LOWNDES COUNTY

94781J

WHEREAS, PANIZZI DEVELOPMENT CORPORATION, of Lowndes County, Georgia, is the owner of the following described property, to-wit:

All that tract or parcel of land situate, lying and being in Land Lot No. 121 in the 16th Land District of Lowndes County, Georgia, and being more particularly described as being all of Lots 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50 and 51 in Block D; and Lots 2, 3, 4, 5, 6, 7, 15, 16, 17, 18 and 19 in Block E; and Lots 1, 2, 3, 4, 8, 9, 10, and 11 in Block F; of Cypress Lakes Subdivision, Phase II, Section I, according to a map or plat of survey thereof recorded in Plat Record Book H, Pages 87, 88, and 89, deed records of Lowndes County, Georgia, in the Office of the Clerk of the Superior Court, to which map or plat of survey and the record whereof reference is hereby made for all purposes in aid of description.

WHEREAS, the said owner is developing the above-described lots for sale as residential lots; and

WHEREAS, in order to insure the orderly development of the said property, it is deemed necessary that the use of each and all of the said described subdivision lots be restricted in the manner and to the extent hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premise and of the benefits to be derived by PANIZZI DEVELOPMENT CORPORATION and each and every subsequent owner of any of the lots in said subdivision, the said PANIZZI DEVELOPMENT CORPORATION does hereby set up, establish, promulgate and declare the following protective covenants to apply to all of said lots and to all persons owning said lots, or any of them, hereafter; these protective covenants shall become immediately effective and run

with the land and shall be binding on all persons claiming under and through the said present owner until twenty (20) years after the date hereof, at which time such covenants shall automatically be reinstated and reestablished for successive periods of ten years each, unless terminated by majority vote of the then lot and parcel owners, who shall evidence such vote by filing appropriate documents upon the deed records of Lowndes County, Georgia, with the owner of each lot or parcel having the right to one vote per lot or parcel.

1. EASEMENTS. Panizzi Development Corporation, reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right of way, over and under the ground to erect, maintain, and use electric and telephone poles, wires, cables, conduits, sewers, water lines and mains, and other suitable equipment for the conveyance and use of electricity, telephone, gas, sewage, water or other public conveniences or utilities on, in or over the rear ten (10) feet and front twenty (20) feet of each lot and ten (10) feet along each side of each lot and such other areas as are shown on the plat of the subdivision. These easements expressly include the right to cut any trees or bushes, et cetera, grading ditches and like action reasonably necessary to provide economical utility installation, and to spray pesticides and herbicides as necessary to control pests and weeds.

2. SINGLE FAMILY RESIDENCE. All lots shall be used for single family residential purposes. No residence, other than one single family residence not to exceed two and one-half stories in height shall be erected upon any lot. Each single family residence may have attached thereto a private garage for not more than three (3) automobiles and/or quarters for domestic servants. More than one (1) plated lot may be combined and used as the sight for a single residence and owners adjoining a vacant lot may subdivide each vacant lot between them thereby increasing the size of their

respective lots. When a lot is so subdivided it shall thereafter continue, for all purposes of these restrictions to be a portion of the lot so increased in size and the size of such increased lot or parcel may not thereafter be decreased in size.

3. MINIMUM GROUND AREA FOR RESIDENCE. On water front lots, no residence shall be erected unless it has a heated area of at least 2,000 square feet for a one-story residence or 1,500 square feet of ground area for a two-story residence. On other lots the minimum heated area for one-story residences shall not be less than 1,800 square feet and not less than 1,400 square feet of ground area for two-story residences.

4. ARCHITECTURAL COMMITTEE. No building, fence or other structure, including but not limited to satellite dish, movable or permanent utility or storage buildings, walks, drives, tennis courts, cabannas, or swimming pools, shall be erected, placed or altered on any lot in the subdivision until the building plans, specifications, exterior color and finish, plot and site plans (showing the proposed location of such building or structure, or improvements) and construction schedule have been approved in writing by the Architectural Control Committee as to quality of design, workmanship, materials, harmony of designs with existing structures, location with respect to topography and finish grade elevation.

All plans are to be submitted to Mr. Ken Ricket, (912) 242-3556, ELLIS, RICKET AND ASSOCIATES, ARCHITECTS, 2200 North Patterson Street, Valdosta, Georgia 31602, who will advise the Architectural Control Committee on the desirability of the project.

Panizzi Development Corporation will pay for the first submittal. If the plans are rejected for any reason, e.g. lack of requested information such as that requested in the guidelines set out in paragraph 5. or for the undesirability of the project, a charge of \$150.00 will be paid by the lot owner for further

submittals to Mr. Ken Ricket. The \$150.00 charge must be included with the resubmittal of the plans.

Refusal or approval of plans, location or specifications by the Architectural Control Committee may be based upon any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Architectural Control Committee shall be final and conclusive. No alterations in the exterior appearance of any building or structure shall be made without like approval. In the event the Architectural Control Committee fails to approve or disapprove such plans within thirty (30) days after the same have been submitted to it, as required herein, the approval of the Architectural Control Committee shall be presumed and the provisions of this paragraph shall be deemed to have been complied with.

For the purpose of implementing and administering the provisions of this paragraph, Panizzi Development Corporation shall, acting by and through its President, appoint an Architectural Control Committee. All decisions of approval or disapproval of plans, specifications and related matters shall be made by majority vote of the said committee.

5. (A) ARCHITECTURAL GUIDELINES FOR NEW CONSTRUCTION. The procedure for obtaining Architectural Control Committee approval shall be commenced by submission of two (2) sets of the following:

- (1) Site plan showing location of all building improvements and trees to be removed during construction.
- (2) Floor plan with gross heated areas shown in square feet.
- (3) Elevations of front, rear and side of proposed residence.
- (4) Building and wall sections.
- (5) Outline of material specifications. Exterior color of masonry, roofing, siding, and painted surfaces must be approved prior to installation. Highly contrasting color schemes and strong pastel colors should be avoided.

(B) BUILDING DESIGN. The Committee encourages a variety of architectural styles with an emphasis on traditional or colonial architectural designs. This does not exclude contemporary or eclectic architecture, provided the main roof mass is gable or hip.

(C) ROOFS. Roof shape, pitch, materials and colors shall be harmonious with the existing conditions and overall building design including solar devices, skylights and dormers. Use of heavy duty and substantial materials are encouraged. Avoid shiny or other materials that detract from the home and its surroundings. The roof is a major design element of the home and should be viewed as a three-dimensional sculpture compatible with the land around it. A minimum of 8 & 12 pitch is acceptable, on shorter spans, a 9 & 12 or 11 & 12 is suggested. Skylights on front elevations are discouraged. If such skylights are to be permitted on front elevations, they should be flush-mounted and must be harmonious with overall architectural design.

(D) WALLS. Use materials and finishes that compliment the design and are harmonious with other homes in the neighborhood. Remember that residences must be constructed of wood, stucco or brick finish and shall not be comprised of exposed concrete block. All exterior wood must be painted or stained with a heavy-body stain and exterior walls must be brick, wood, stucco, dryvit or otherwise previously approved material.

(E) ACCESSORY BUILDINGS. If an Owner has an accessory building, then the same standards and criteria as applied for principal buildings shall apply. Unity of appearance will increase the cohesiveness of your architectural style. Only fully enclosed garages are allowed. It is encouraged that garage doors shall not face a street. Each home must contain a garage no smaller than 22 ft by 22 ft with no less than two 7 ft by 9 ft or one 7 ft by 16 ft overhead door. The use of automatic or remote garage door operators will insure that the visual control and security aspect of this guideline is fulfilled. Each home must have a hard surface (concrete or asphalt) driveway continuous from the street to the garage door. No mulch or gravel driveways will be permitted.

(F) LIGHTING. Flood lights must not shine on neighbors property or Common Areas. Flood lights must be angled or shielded so as to light the area around the home itself.

(G) CHIMNEYS. Masonry is encouraged but other types of chimneys will be approved if appropriate. Choice of proportion and materials should give a substantial, stable appearance for best effect. Flues shall be concealed by solid wind screens or alternate approved chimney cap.

(H) LANDSCAPING. Whenever possible, trees and shrubs should be planted in groups to create natural looking drifts, with straight lines and geometric layout to be avoided. The Committee recommends varied types of plant materials with no one type dominating. Plant materials should be distributed throughout the entire lot area, including side and rear lot areas. Mulch materials should be natural organic products, harmonious with native colors, rather than contrasting material such as limestone. Although clear spaces are permitted, the Committee hopes that no one area of the lot will be ignored; however, the maintenance of a "naturalized" approach to sloped waterfront yards would not be discouraged, provided deadfall and debris removal is done in a reasonable manner. The positive benefits of slope stabilization

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with natural plants and ground cover include the reduction of chemical weed and feed products entering the water, as well as preserving the natural beauty of the shoreline when viewed from the water, and as used by the wildlife already making this their home.

(I) FENCES, WALLS AND HEDGES. No fences, walls or hedges will be permitted without prior written approval of the Committee as to the location and type of construction.

6. PROPERTY OWNERS ASSOCIATION. Each owner of one or more lots shall be a member of the Association. The Association will be organized and exists for the benefit of all property owners in the subdivision, and the owners shall be entitled to one vote per lot or parcel owned on all matters pertaining to the Association including election of officers and directors. If a lot is combined with a portion of another lot, the result is a parcel which is entitled to one vote. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the owner's membership. No owner, whether one or more persons, shall have more than one membership per lot or parcel. In the event of multiple owners of a lot, votes and rights of use and enjoyment shall be as provided in these Restrictive Covenants and in the by-laws of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot. The rights and privileges of membership in addition to the right to vote shall include the right to hold office.

By virtue of purchasing one or more lots, each owner and every occupant of a lot agrees to abide strictly by the by-laws, rules and regulations which will be passed from time to time by the Association, the use restrictions, as they may be lawfully amended or modified from time to time, and with the covenants, conditions, and restrictions set forth in this Declaration and in the deed to his or her lot, if any, and to promptly pay any and all dues which may be levied from time to time by the Association for the maintenance, protection and operation of any amenities or common

areas on the Property owned or operated by the Association. The dues which may be levied by the Association shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the owners. The Association may impose fines or other sanctions, which shall be collected as provided herein for the collection of assessments. Failure to comply with this Declaration, the By-Laws or the rules and regulations shall be grounds for an action to recover sums due or for damages or injunctive relief, or both, maintainable by the Association on behalf of the Association, or in a proper case, by an aggrieved owner. The failure of the Association or any owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter.

Each owner shall be personally liable for his or her portion of the dues while he or she is the owner of a lot. In the event that any owner fails to pay any dues which are passed and levied by the Association on all owners, the unpaid dues shall be a lien upon the property of such owner. The lien may be further evidenced by the recording of an affidavit of the President of the Association, setting forth the unpaid amount and the description of the property against which the dues were levied. Any unpaid dues shall bear interest at the rate of twelve percent (12%) per annum until paid.

After the commencement of assessment payments, the Developer, and its successors and assigns, covenants and agrees to pay the full amount of the assessments provided herein for each lot it owns containing an occupied residence; provided, however, each lot owned by Developer which does not contain an occupied residence shall not be subject to any assessments provided for herein.

7. CUTTING OF TREES. No living tree having a diameter greater than 10 inches, breast high, may be cut on any of the lots without the written consent of the Architectural Control Committee

or its successors. Any lot owners who violate this provision through their own acts, or through their agent's acts, shall pay a \$1,000.00 penalty per tree to the Architectural Control Committee plus any court costs, attorney fees, or other costs incurred by the Architectural Control Committee or Panizzi Development Corporation, its successors or assigns, or other lot owners or parties that may bring any action against the violator to enforce the provisions of this paragraph.

8. ON STREET PARKING. The owner of each lot or lots comprising a building site, shall provide an off-the-street parking area on his lot for his own vehicles and at least two additional vehicles. There are to be no open carports.

9. HIDDEN SERVICE COURT. If a service court or drying yard area is desired, then it must be hidden from view from any adjacent street and adjoining lot, and must be approved by the Architectural Control Committee prior to erection or construction, and constructed so as to provide space for garbage and trash cans, wood piles, clothes drying area and other similar usages.

10. NUISANCES.

(A) There shall not be erected, constructed, permitted, committed, maintained, used or operated on any of the lots any nuisance of any kind or character.

(B) No trash, rubbish, garbage, debris or material shall be deposited on any lot, except building materials during the course of construction on each site.

(C) No noxious or offensive activity shall be carried on upon any lot in said Subdivision, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

(D) No parking of commercial vehicles, trucks, trailers, or motor homes shall be permitted on streets or lots except during construction and thereafter only for delivery or pickup. Boat trailers not exceeding 18 feet in length may be parked in an enclosed garage and must not be visible from the street.

(E) No livestock or live fowl or other animals of any kind, shall be kept upon any lot except cats and dogs not exceeding two (2) in number of either on any one lot without the written consent of Panizzi Development Corporation or its successors and assigns. No dogs or cats may be kept on any lot and bred or maintained for any commercial purpose.

(F) Panizzi Development Corporation reserves for itself and its successors the right to care for vacant and unimproved and unkept lots in said subdivision, to remove and destroy tall grass, undergrowth, weeds and rubbish therefrom and any unsightly or undesirable thing therefrom, and do any other things and perform any labor necessary or desirable, in its judgment to maintain the property neatly and in good order, and the cost of such maintenance may be charged against the owner of said lot or lots. This reservation shall not constitute an obligation on the part of Panizzi Development Corporation or its successors to perform any of the acts mentioned above.

11. OIL AND MINING OPERATIONS. No oil drillings, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or under 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, permitted or maintained upon any lot.

12. LOT USE. No portion of any lot, other than that covered by buildings approved as hereinbefore specified, shall be used for any purpose other than that of a lawn; nothing herein contained, however, shall be construed as preventing the use of the same for walks, drives, private swimming pools, tennis courts, and other appropriate private facilities as long as approval is obtained from the Architectural Control Committee. No vegetables or grains of the ordinary garden or field variety shall be grown on a lot without the approval of Panizzi Development Corporation. No weeds, underbrush or other unsightly objects shall be placed or suffered to remain anywhere on a lot.

13. TEMPORARY RESIDENCE. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on a lot or parcel shall at any time be used as a residence temporarily or permanently.

14. RECREATIONAL VEHICLE. All motor homes, campers, and other recreational vehicles shall be kept, garaged or stored in such manner that the same cannot be seen from the streets or roadways.

15. SET BACK LINES. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 30 feet to any side street line. No residential building shall be located nearer than 15 feet to any interior lot line. No dwelling shall be located on any interior lot nearer than 65 feet from the high water mark.

16. FISHING. Fishing will be allowed by all property owners; however, each lot owner is limited to two (2) guests per outing. No trapping, netting, spear fishing or shooting of fish shall be allowed in Cypress Lakes and all residents and guests will be required to abide by the rules and regulations of the State of Georgia Fish and Game Commission.

17. OUT BOARD MOTORS. Out board motors may be used on fishing boats, but at no time will motors exceeding twenty-five horse power be allowed. Boats or Pontoon Boats are not to exceed 18 feet in length. All boats and other water vehicles will observe a no wake speed at all times. No knee boards, wave runners, jet skis or water skiing will be allowed at any time.

18. DOCKS AND WALKWAYS. Each resident located adjacent to Cypress Lake will be allowed to build walkways and docks provided plans for construction of same are submitted to the Architectural Control Committee for prior approval. Guidelines will be established by the Architectural Control Committee in a manner so as not to hinder the construction of docks and walkways but to insure that the natural beauty of the area will not be destroyed by the building of unsightly docks and walkways.

19. MAILBOXES. No mailboxes shall be installed until they are approved by the Architectural Control Committee.

20. COMMUNITY ENTRANCE. Panizzi Development Corporation will provide a community entrance to Cypress Lake for the use of all property owners in the subdivision.

21. COMMON ENTRANCE. No property owner will be allowed to exit his or her property directly via Loch Laurel Road with the exception of the common entrance to the subdivision provided by Panizzi Development Corporation.

22. SUCCESSORS. As used in this instrument "successors or assigns" of Panizzi Development Corporation shall mean and include any person, firm or corporation which shall hereafter succeed to the interests of Panizzi Development Corporation.

23. OPERATION OF MINI-BIKES, ET CETERA. The operation of mini-bikes, three wheelers, four wheelers, go-carts, and motorcycles of any type on any of the said lots is hereby prohibited.

24. COVENANTS RUNNING WITH THE LAND. The covenants, provisions and restrictions herein set forth shall run with the land, and once they become effective with respect to any lot upon the sale and conveyance of such lot as aforesaid, they shall be binding upon such lot and the purchaser or purchasers thereof and all persons claiming under any such purchaser for the period or periods of time above prescribed herein.

25. ENFORCEMENT OF COVENANTS. Should any future owner of one or more of said lots, or any person claiming under such owner, violate or attempt to violate any of the covenants or restrictions herein set forth, it shall be the lawful right of the said present owner or any other person then owning one or more of the lots described herein to institute and prosecute appropriate proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions either to prevent such violation or a continuation

thereof, or to recover damages resulting from such violation, or both.

26. SEVERANCE. Should any one or more of these said covenants or restrictions be or become invalid or unenforceable, the remaining covenants and restrictions herein set forth shall not be affected thereby but shall remain in full force and effect in accordance with the terms hereof.

27. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale.

28. GARBAGE AND OTHER WASTE. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

29. FRONT YARD SODDED. The front yard and both sides of every lot must be sodded before occupancy.

30. DRIVEWAYS. All driveways and/or parking pads shall be paved with asphalt or concrete. No residence shall be occupied prior to the driveway or parking pad being completed with the hereinabove stated material.

31. TV ANTENNA. No television antenna, dish antenna or satellite receiving antenna may be constructed or used on any lot or on any structure built on a lot without the written approval of the Architectural Control Committee.

32. INDIVIDUAL BOAT RAMPS. No individual boat ramps shall be allowed as there is a communal boat ramp for all property owners.

33. EROSION SILKSCREEN. If the Architectural Control Committee so requests, prior to construction, or during

construction, the lot owner shall install a silkscreen in order to control erosion; and in the event the property owner fails to provide the same after notice from the Architectural Control Committee, then the Architectural Control Committee can install a silkscreen and the lot owner will be responsible for the expense of the same; and, furthermore, the lot owner shall be responsible for all court costs, attorney fees, and other expenses related to the enforcement of this provision.

34. AMENDMENTS. The right is reserved by Panizzi Development Corporation and its successors or assigns to amend these covenants and restrictions for the purpose of correcting any ambiguity or inconsistency between the provisions hereof or to better promote the general purposes of said restrictions and the other provisions hereof, and other and further covenants, conditions or restrictions may be imposed by contract, deed or other instrument applicable to any part or lot of the said subdivision.

35. STREET LIGHTS. Each individual lot owner recognizes that the subdivision lots are in a special tax district in order to provide street lights for which each lot owner will be taxed annually by Lowndes County according to the value of the improvements charged to their lot.

IN WITNESS WHEREOF, the undersigned Panizzi Development Corporation has caused this instrument to be executed by its duly authorized officers and its corporate seal hereunto affixed on this 17 day of August, 1994.

Signed, sealed and delivered in the presence of:

PANIZZI DEVELOPMENT CORPORATION (SEAL)

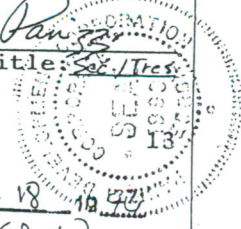
Joseph E. Vallarta
Witness

By: _____
Officer/Title: President

[Signature]
NOTARY PUBLIC FOR GEORGIA

Attest: Carolyn Panizzi
Officer/Title: Sec./Treas.

Notary Public, Lowndes County, Georgia
My Commission Expires March 10, 1998
Georgia, Lowndes County
TERRY JARAMILLO
NOTARY PUBLIC
LOWNDES COUNTY



Filed Aug 17 1994 2:10 PM, Recorded Aug 18 1994
Deed Book 1125 Page 31, Dora L. Crow Clerk

After Recording Return To:
Langdale & Vallotton, LLP
1007 N. Patterson Street
P. O. Box 1547 (31603)
Valdosta, GA 31601
File #:

PHASE II SUB

AMENDMENT TO RESTRICTIVE COVENANTS

GEORGIA, LOWNDES COUNTY

This Declaration of Amendment made this ____ day of June, 2005, by PANIZZI DEVELOPMENT CORPORATION, a Georgia Corporation, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Panizzi Development Corporation, is the Developer of that certain real property situated in Lowndes County, Georgia, as evidenced in Plat Record Book H, at Page 87, 88 and 89, of the Lowndes County, Georgia, Deed Records.

WHEREAS, the Developer desires to amend the Declaration of Covenants dated August 17, 1994, as recorded in Deed Book 1125, at Page 31, of the records of the Clerk of the Superior Court of Lowndes County, Georgia.

WHEREAS, the Developer reserved the right to amend the Restrictive Covenants in Paragraph 34 of the original Covenants as recorded in Deed Book 1125, at Page 31, in the office of the Clerk of the Superior Court of Lowndes County, Georgia; and

WHEREAS, the Developer desires to add a new or additional paragraph to the Restrictive Covenants, which shall be Paragraph 36, which shall read as follows:

36. Dog Pens. All Dog Pens must be at least fifty (50) feet from any side lot line and not visible from any public road and must have limited or no visibility from all neighbors. Any fence around the dog pen must not be more than six (6) feet in height. All dog pens, prior to installation, must be approved by the Architectural Control Committee.

PANIZZI DEVELOPMENT CORPORATION

By: _____
Giovanni Panizzi, President

Signed, sealed and delivered
in the presence of:

Witness

Notary