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See Amend 3076/115, 3115/204

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This document to be returned to:
Garna D. Miller
Coleman, Talley, Newbern,
Kurrie, Preston & Holland
P. O. Box 5437
Valdosta, GA 31603

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STATE OF GEORGIA
COUNTY OF LOWNDES

DECLARATION OF RESTRICTIVE COVENANTS
OF
HIGHLANDS

THIS DECLARATION, made on the date hereinafter set forth by Ampride Highlands, LLC,
a Georgia limited liability corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of the lots in Highlands in Valdosta, County of Lowndes,
State of Georgia, more particularly described on the map or plat of survey designated as "Highlands
Subdivision Phase One", which plat is recorded in Plat Cabinet A, Page 2419, Lowndes County,
Georgia Deed Records ("Highlands").

WHEREAS, Declarant proposes to develop Highlands in multiple phases each of which is to
be covered by this Declaration and any amendments thereto, upon submission by Declarant pursuant
to Article VIII Sections 3 and 5. However, Declarant shall initially exclude from this Declaration
Lots 77, 78, 79, and 80 of Highlands.

NOW, THEREFORE, Declarant hereby declares that all of the lots in said subdivision,
EXCEPT for Lots 77, 78, 79, and 80 of Highlands, shall be held, sold and conveyed subject to the
following easements, restrictions, covenants, and conditions, which are for the purpose of protecting
the value and desirability of, and which shall run with, the real property and be binding on all parties

having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to VALDOSTA HIGHLANDS HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all areas (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is any Property prepared for common parking or other amenities showing the Association as the owner of record by deeds; and the Common Area shall include those areas, regardless of ownership, requiring gardening, mowing or other cleaning to maintain the appearance of the Properties. Also, the initial phase of Highlands shall include the islands, green spaces, and retention pond identified on the above-referenced map or plat of survey. Declarant reserves the right to dedicate additional parcels to the Common Area. However, no portion of the Property reserved by Declarant for future phases is to be considered Common Area under this definition until such time as Declarant conveys it to the

Association.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties but subject to the Common Area, except for Lots 77, 78, 79, and 80 of Highlands.

Section 6. "Declarant" shall mean and refer to Ampride Highlands, LLC, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Party Wall" shall mean the wall that divides two adjoining Properties or Lots and in which each of the Property or Lot owners share the rights.

Section 8. "New Construction Review Board ('NCRB')" shall initially mean and refer to Wayne Fann and two members from Ambling Investor Housing, LLC, or an assigned representative, and two outside members as nominated by the three previously mentioned members. All initial members shall serve one-year terms. While the Board requires five members, three members constitute a quorum for the purposes of executing the duties of the NCRB.

Section 9. "Modification Committee" shall mean and refer to any three of the five members of the NCRB and shall function on a case-by-case basis as alterations, additions, or removals present themselves.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area that shall be appurtenant to and shall pass with the title to every Lot. The Association reserves the right to suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid. Also, the Association

reserves the right to suspend the rights and privileges of an Owner to the use of the Common Area until such time as the Owner corrects any infraction of the published rules and regulations or provides adequate restitution for any misuse or destruction of the property of the Association or Declarant. Additionally, the Association reserves the right to suspend the Owner's rights and privileges to the use of the Common Area for an additional period not to exceed thirty (30) days after such restitution or correction of any infraction of its published rules and regulations, including, but not limited to, misuse or destruction of the Common Area or non-payment of any assessment has occurred. The type of destruction covered by this section includes, but is not limited to, damage to fixtures, signs, and lights in the Common Area and fencing around the Common Area.

Section 2. Declaration of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family or his tenants who reside on the property.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot that is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment.

Section 2. The Association has two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant. Class A membership shall be a nonvoting membership except on such matters and in such events as hereinafter specified. Class A members shall be entitled to full voting privileges:

(i) At such time as the Class B members shall so designate by notice in writing delivered to the Association, or

(ii) On the 1st day of January 2014,

whichever shall first occur.

Before the earlier of these events, the Class A members shall be entitled to vote only on:

(i) Any increase in the maximum Annual Assessment requiring the vote of the Association members under Section 3 of Article IV hereof; and

(ii) Any proposal that a special assessment be levied by the Association under Section 4 of Article IV hereof.

When entitled to vote, Class A members shall be entitled to one vote for each Lot owner. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to ten (10) votes for each Lot owned. The Class B membership shall be entitled to vote on all matters and all events. The Class B membership shall automatically terminate and cease to exist, at such time as the Class A members shall be entitled to full voting privileges, in which event each Class B member shall be and become a Class A member.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. Each owner of any Lot by acceptance of a deed therefor, except with respect to lots owned by Declarant, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments for capital improvements, such

assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, 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 interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. The Declarant shall be obligated to pay the annual assessment or charge for each Lot owned by Declarant at the time when Declarant's Class B membership is converted to Class A membership as provided in Article III.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the resident in the Properties and for the improvements and maintenance of the Common Area. Annual assessments shall include, and the Association shall require and pay for out of the funds derived from annual assessments, the following:

- (a) Ground maintenance, landscaping and repair of the Common Areas and unsold lots. Common Areas to include, but are not limited to, walking trails, easements, detention areas, signage within the property, signage within the easements along Bemiss Road, and common acreage held as green space that can not be developed.
- (b) Water, sewer, garbage, electrical, lighting, telephone, gas, and other necessary utility service for the Common Area, including, but not limited to, maintenance charges associated with any lift station, which is required to provide sewer service to any portion of the Properties.
- (c) Acquisition of furnishings and equipment for the Common Area as may be determined by the Association, including, without limitation all equipment and furnishings necessary

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or proper for use of the entrance areas and for security personnel and other such measures.

(d) Expense for security and other necessary personnel.

(e) Fire insurance covering the full insurable replacement value of the Common Area with extended coverage.

(f) Liability insurance insuring the Association against any and all liability to the public, arising out of their occupation and/or use of the Common Area. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased in the discretion of the Association.

(g) Workmen's compensation insurance to the extent necessary to comply with Georgia law, and any other insurance deemed necessary by the Board of Directors of the Association.

(h) A standard fidelity bond covering all members of the Board of Directors of the Association and all other employees of the Association in an amount to be determined by the Board of Directors.

(i) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the Association is required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper in the opinion of the Board of Directors of the Association for the operation of the Common Area, for the benefit of Lot Owners, or for the enforcement of these restrictions.

(j) In the event the need for exterior maintenance or repair is attributable to the willful or negligent act of the Owner of a Lot, his family, guests, or invitees, the cost of such maintenance or repairs shall be added to and become part of the assessment to which such Lot is subject.

(k) For the purpose of general community improvements and maintenance for such items as playground equipment, tennis courts, etc.

Section 3. Maximum Annual Assessment. The maximum annual assessment shall be One Hundred and Twenty Five and 00/100 Dollars (\$125.00) per Lot. The annual assessment shall be due on January 1 of each year, beginning on January 1, 2004. At the time of a conveyance of a Lot after January 1, 2004, a prorated assessment shall be paid for the remaining portion of the year. Annual assessments may be paid on a monthly or other basis as determined by the Board of Directors of Valdosta Highlands Homeowners Association, Inc. The maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership. The maximum annual assessment may be increased above ten percent (10%) by a vote of a majority of all votes of all classes of members who are voting in person or by proxy, at a meeting duly called for this purpose. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, 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, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixture and personal property related thereto, provided that any such assessment shall have the assent of a majority of all votes of all classes of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than ten (10) days nor more than fifty (50) days in

advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of all the votes of all classes of membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots.

Section 7. Certificate as to Assessments. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to the mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments that thereafter become due or from the lien thereof.

ARTICLE V
USE RESTRICTIONS

Section 1. No building, fence or other structure 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, drives and parking area) and construction schedule have been approved in writing by the NCRB for new construction or the Modification Committee for alterations, their successors or assigns, as to quality of design, workmanship, materials, harmony of designs with existing structures, location with respect to topography and finish grade elevation. Refusal or approval of plans, location or specifications by either the NCRB or the Modification Committee may be based upon any reason, including purely aesthetic reasons, which in the sole and uncontrolled discretion of either Committee shall be deemed sufficient. No alterations in the exterior appearance of any building or structure shall be made without like approval. One copy of all plans and related data shall be furnished to the appropriate Committee for their records. No fee will be assessed for the first submission of plans to the NCRB for approval of the construction of a primary dwelling. If for any reason the NCRB disallows the plans on the first submission, a \$50.00 fee must be paid at the time the plans are resubmitted for approval. For any additional submissions of plans to the NCRB because the NCRB disapproved the previously submitted plans, a fee of \$100.00 must be paid at the time of the additional submissions. When plans are submitted to either the NCRB or the Modification Committee for any other improvements or modifications, no fee will be assessed for the first submission. If the first set of plans is disapproved, a \$25.00 fee will be assessed for the second submission. If the second set of plans is disapproved, a \$50.00 fee must be submitted for each additional submission of plans. In the event of failure to approve or disapprove such plans within thirty (30) days after the same have been

submitted to the appropriate Committee, as required herein, approval shall be presumed and the provisions of this paragraph shall be deemed to have been complied with.

Section 2. No Lot may be subdivided, except where two Owners join to subdivide the lot adjacent to both of their Lots for the purpose of increasing the size of each adjacent Owner's lot. Once a subdivision of the adjacent Lot has occurred, no future subdivision of the two enlarged Lots may occur.

Section 3. Each Lot shall be used for residential purposes exclusively. No business of any kind shall be conducted on any Lot with the exception of the business of Declarant and the transferees of Declarant in developing all of the Lots.

Section 4. No portion of any Lot, other than that covered by buildings or other structural improvements 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, and other appropriate private facilities, the planting of trees or shrubbery, the growing of flowers, or ornamental plants, or statuary, fountains or similar ornamentations, for the purpose of beautifying said premises; but no vegetables or grains of the ordinary garden or field variety shall be grown on the front or side yards. No weeds, underbrush, or other unsightly objects shall be placed or suffered to remain anywhere thereon.

Section 5. It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly, or unkept conditions of buildings or grounds on such Lot that shall tend to destroy the beauty of the neighborhood as a whole or the specific area.

Section 6. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on a Lot shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence, nor shall such temporary building or trailer be erected or

allowed to remain on any Lot except during the construction of the main dwelling.

Section 7. The following construction requirements must be complied with for the construction of any primary dwelling. This is not an exclusive list and Declarant reserves the right to impose additional requirements.

(a) For a one-story residence located on any Lot, the living area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,600 heated square feet. In the case of a one and one-half, two, or two and one-half story structure, the total living area is to be not less than 1,800 heated square feet, with the ground floor living area to not be less than 1,000 heated square feet on the lower level or as approved by the NCRB.

(b) The primary finished floor elevation shall be 18" above natural grade (the highest elevation within the proposed buildable area) along the front elevation.

(c) The roof slope must be a minimum of 8/12, and there must be variations in the roofline incorporating gables and hips.

(d) No aluminum or vinyl siding and no exposed concrete or concrete masonry unit/block ("CMU") foundations or stem walls, all shall be covered in a Stucco or Brick Veneer or stone.

(e) Special exceptions will be made for home designs that accommodate special needs and as such these special exceptions will be addressed on a case-by-case basis by the NCRB.

(f) Each builder of a residence on a Lot shall be responsible for implementing erosion control measures in accordance with the National Pollutant Discharge Elimination System, as a secondary permittee.

Section 8. Except for cats, dogs, and other household pets, which total number of pets should not exceed 3, no livestock, fowl or animals of any kind shall be kept or harbored upon any

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Lot.

Section 9. All motor homes, non-operating vehicles, campers, boats, and other recreational vehicles shall be kept, garaged or stored in such a manner as to not be visible from any road or Lot. No non-operating vehicle will be kept on any property for more than fourteen (14) consecutive days, and at no time that a non-operating vehicle is on the Property will it be stored as to be visible from any road or Lot. All motor homes, campers, boats, and other recreational vehicles must be stored either in a covered, enclosed garage or so as not to be visible from any road or Lot.

Section 10. Each Lot Owner shall provide receptacles for garbage in an area not generally visible from any road.

Section 11. Declarant reserves unto himself, his heirs, successors and assigns, a perpetual, alienable and releasable easement and right on, over, and under the ground to erect, maintain and use electrical and telephone poles, wires, cables, conduits, sewers, water mains, ground water dispersing systems, and other suitable equipment for the conveyance and use of electricity, telephone, gas, sewage, water, storm water drainage, or other public conveniences or utilities on, in or over such areas as are shown on the plats of the subdivision. These easements expressly include the right to cut any trees, or bushes, et cetera, grading, ditching and like action reasonably necessary to provide economical utility installation and adequate drainage of surface waters.

Section 12. No private water well may be drilled or maintained on any Lot without first obtaining the consent of the Declarant. The city water supply system provided for the service of said land shall be used as the sole source of water for water spigots and outlets located in all buildings and improvements located on each Lot.

Section 13. No trees shall be removed from any Lot without first submitting a landscaping plan and having such plan approved in writing by the Modification Committee.

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Section 14. No building shall be located on any Lot nearer to the front Lot line, the rear lot line or the side street line than the minimum building set back lines provided in applicable zoning ordinances or as shown on the plats of the subdivision.

Section 15. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon (including but not limited to the harboring of dogs which bark excessively or dogs or other household pets which pose a danger to persons or property) which may be, or may become, an annoyance or nuisance to the neighborhood.

Section 16. The Common Areas are reserved for pedestrian use. The use of any gas-powered vehicle of any kind, including, but not limited to, motorcycles and four-wheelers, is not allowed.

Section 17. If the parties hereto, or any of their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said tract, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Section 18. Invalidation of any one of these covenants or any part thereof by judgment or court order shall in no way affect any of the other provisions that shall remain in full force and effect.

Section 19. Declarant or the transferees of Declarant shall undertake the work of developing all Lots included within the Properties. The completion of that work, and the sale, rental, or other disposition of Lots is essential to the establishment and welfare of the property as an ongoing residential community. In order that such work may be completed and the property be established as a fully occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to:

(a) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from doing on any part or parts of the property owned or controlled by Declarant or Declarant's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;

(b) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees, from constructing and maintaining on any part or parts of the property owned or controlled by Declarant, Declarant's transferees, or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the property as a residential community, and the disposition of Lots by sale, lease or otherwise;

(c) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees, from conducting on any part or parts of the property owned or controlled by Declarant or Declarant's transferees or their representatives, the business of completing such work, of establishing the property as a residential community, and of disposing of Lots by sale, lease, or otherwise; or

(d) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees, from maintaining such sign or signs on any of the Lots owned or controlled by any of them as may be necessary in connection with the sale, lease, or other disposition of property Lots.

As used in this Section, the words "its transferees" specifically exclude purchasers of Lots improved with completed residences.

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ARTICLE VI
OWNER'S OBLIGATION TO REPAIR

Section 1. Each Owner shall, at his sole cost and expense, repair its improvements, keeping the same in a condition comparable to the condition of such improvements at the time of their initial construction, excepting only normal wear and tear.

Section 2. Each Owner shall, at his sole cost and expense, repair all damages to roads, grounds, or utilities caused by construction, ingress or egress of equipment, or for deliveries to or from an Owner's Lot.

ARTICLE VII
OWNER'S OBLIGATION TO REBUILD

Section 1. If all or any portion of the improvements are damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair, or reconstruct such improvements in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within three (3) months after the damage occurs, and shall be completed within nine (9) months after the damage occurs, unless prevented by cause beyond the control of the owner or owners. In the event of foreclosure on the property by the entity holding the mortgage on the property, then the party purchasing the property has ninety (90) days from the date he acquires ownership to undertake reconstruction and twelve (12) months to complete construction.

Section 2. When two Properties are adjoining and separated only by a Party Wall, the Owners of the Properties share equal rights to that Party Wall. In the event said Party Wall is damaged or destroyed by events emanating from a single Property, that Property Owner is responsible for repair or replacement, within the above three month period, of said Party Wall. Any other repair costs are to be shared by the adjoining Property Owners.

ARTICLE VIII
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded. This declaration may be amended during the first twenty (20) year period by an amendment receiving the assent of two-thirds (2/3) of the votes held by the members entitled to vote who are voting in person or by proxy at a duly called meeting for the purpose of amending this Declaration. Notwithstanding the foregoing, the Declarant, its successors, and assigns, may amend this Declaration to annex additional property to the Properties as provided in Sections 3 and 5 of this Article VIII. Any amendment must be recorded in the office of the Clerk of the Superior Court of Lowndes County, Georgia.

Section 3. Annexation. Additional residential property and Common Area may be annexed to the Properties by the Declarant, its successors, and assigns.

Section 4. Utilities Easements.

(a) Easements for installation and maintenance of utilities and drainage facilities are reserved on the recorded subdivision plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of

drainage facilities in the easements. The easement area of each lot and all improvements therein shall be continuously maintained by the owner of such lot, except for improvements for maintenance of which a public authority or utility company is responsible.

(b) No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right of way, and such easements, reservations, and rights of way shall at all times be open and accessible to public and quasi public utility corporations, their employees and contractors, and shall also be open and accessible to Declarant, his heirs, successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights of way are reserved.

Section 5. Option to Submit Additional Property. Declarant hereby reserves unto itself the option, to be exercised at its sole discretion, to submit additional property contiguous to the Properties which additional property shall be future phases of Highlands to the provision of this Declaration and thereby cause said property to be and become a part of Valdosta Highlands Homeowners Association, Inc. The reservation of this right includes the right to submit property contiguous to the Properties and contiguous to those additional phases for the purpose of constructing additional phases of Highlands over a period of twenty (20) years. This option may be exercised by the Declarant only upon the execution by it of amendments detailing the property to be annexed to this Declaration which shall be filed for record in the Office of the Clerk of the Superior Court of Lowndes County, Georgia, with all annexations to the subdivision to occur not later than twenty (20) years from the date hereof. Each amendment shall expressly submit the property constituting the additional phase of Highlands to all of the provisions of this Declaration and the By-Laws of the Association, as either or both may be amended. Upon the exercise, if any, of this option,

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the provisions of this Declaration shall then be understood and construed as embracing the Properties and the property submitted together with all improvements then constructed thereon. Should this option not be exercised within the terms specified, it shall in all respects expire and be of no further force or effect. In such event, the Declaration shall not be obligated to impose on any additional properties of the Declarant, any covenants, conditions or restrictions or as similar to those contained herein, unless Declarant exercises its option to submit such additional property to the provisions hereof.

[SIGNATURE PAGE FOLLOWS]

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This document prepared by
and to be returned to:
Richard L. Coleman
Coleman, Talley, Newbern,
Kurrie, Preston & Holland, LLP
P.O. Box 5437
Valdosta, Georgia 31603

Please cross reference to
Deed Book 2803, Page 90,
Lowndes County Deed Records

STATE OF GEORGIA
COUNTY OF LOWNDES

SECOND AMENDMENT TO
DECLARATION OF RESTRICTIVE COVENANTS
OF HIGHLANDS

WHEREAS, Ampride Highlands, LLC, a Georgia limited liability company ("Declarant") established that certain Declaration of Restrictive Covenants of Highlands ("Declaration") on February 27, 2004, which was subsequently recorded on March 3, 2004 in Deed Book 2803, page 90, Lowndes County Deed Records and that certain Amendment to Declaration of Restrictive Covenants of Highlands on February 23, 2005, which was subsequently recorded on February 24, 2005 in Deed Book 3076, Page 115, Lowndes County Deed Records;

WHEREAS, Declarant wishes to amend the Declaration by adding certain restrictive covenants requiring each residence to have a brick accent wall or brick panels and a concrete sidewalk;

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WHEREAS, Declarant also wishes to annex certain land to the Declaration known as Phase II of Highlands Subdivision as provided for in Article VIII, Sections 3 and 5 of the Declaration;

NOW, THEREFORE, pursuant to Article VIII, Sections 3 and 5 of the Declaration, Declarant hereby amends the Declaration as follows:

1.

Construction of a personal residence on each lot shall include a brick accent wall or brick panels, which together or individually shall cover and encompass not less than 25% of the front façade of the residence.

2.

A concrete sidewalk shall be constructed along the front road right of way, which shall be 4 feet in width and 2 feet in distance from the curb with a grassed area constructed between the curb and sidewalk.

3.

The land known as Phase II, Highlands Subdivision and more particularly described in Exhibit "A" attached hereto is annexed to the Declaration and amendments thereto such that the lots described in Phase II are subject to all the terms, conditions and covenants contained in the Declaration and amendments thereto.

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