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RECORDED BY: WT
CLERK: Alan J. Lee
Carroll County, GA

**PROTECTIVE COVENANTS, RESTRICTIONS AND RESERVATION
OF EASEMENTS RUNNING WITH THE LAND**

This Declaration of Protective Covenants, Restrictions and Reservations of Easements Running with the Land (hereinafter referred to as the "Declaration") as established by:

PHILLIP A. CARNES AND ANN TUMLIN-CARNES TRUST, dated May 6, 2016, (hereinafter referred to as either the "Declarant" or the "Trust") made this 12 day of July, 2023.

WITNESSETH:

WHEREAS, Declarant is the owner of certain tract of property containing approximately 92.98 acres of land lying in Land Lot 112 of the 5th Land District of Carroll County, Georgia, more particularly described and delineated as TRACT 1, AREA = 92.98 ACRES on that certain plat of survey entitled "Plat of Boundary Retracement Survey for: Phillip A. Carnes and Ann-Tumlin Carnes Trust, as prepared by Lewis Land Concepts, LLC, certified by Robert S. Lewis, GA RLS #2789, which plat is recorded in Plat Book 108, Page 731, Carroll County Public Real Estate Records. Said 92.98 acres of land is hereinafter referred to as the "Property". Said plat and the record thereof are incorporated herein for a more detailed description of the tract of land made subject to these covenants and restrictions; and

WHEREAS, the Property is to be subdivided into nine (9) separate and individual tracts of land of various size – all tracts intended for single-family living uses and purposes only – with the size, number and delineation of the respective tracts being shown on Exhibit "A" attached hereto and by reference incorporated herein; and

WHEREAS, Declarant intends to sell the Property in separate tracts for residential construction, each tract being between 4 and 30+ acres in size and drawn to the respective desires, needs and designs of the purchaser; and

WHEREAS, the Property is presently zoned Agricultural and the Declarant desires to maintain the quality of life afforded by such a classification to those desiring to have access to the country, but without the noxious odors or noise that might otherwise be permitted within said zoning classification; and

WHEREAS, it is in the best interest of the individual(s) purchasing tract within the Property that covenants and restrictions be established to insure the use of the Property for attractive residential and limited agricultural purposes only, to prevent the impairment of the attractiveness of the Property, to assure its compatible and coordinated development, to maintain the desired quality of residential construction, and thereby to enhance the full economic benefit and general enjoyment of each tract owner.

NOW, THEREFORE, in consideration of the premises, Declarant does declare the following to apply to all the Property described and delineated on the above referenced plat of survey.

ARTICLE I
PERMITTED AND PROHIBITED USES

1.01 Single Family Residences. Each tract of land platted for sale, sold and separated from the subject Property shall be used for a single-family residence with the usual outbuildings which are constructed and located according to the terms of this Declaration. Each tract, as platted for sale, shall be the minimum building area upon which a single-family residence and the usual outbuildings may be constructed.

1.02. Area of Home. The area of a single-story residential structure shall not be less than 2000 square feet of finished heated floor space areas and shall be exclusive of any garage, decks, covered walks and porches.

1.03 Manufactured Homes and Exposed Masonry Block Prohibited. All homes, and additions thereto, shall be constructed on-site so as not to leave any masonry blocks exposed to view. Walls must be covered with brick; stucco; wood, rock, or composite vinyl. Manufactured homes are not permitted to be placed on the Property.

1.04 Commercial Agricultural Uses Limited: The Property is presently zoned Agricultural, however, commercial agricultural uses of the Property are hereby limited and restricted. The Property may be used for agricultural purposes such as timber, fruit trees, vineyards, gardens, pastures and the growing of crops or grasses. The Property shall not be used for the commercial production and raising of livestock, poultry, swine or animals of any type. Tracts of twelve (12) acres or larger may qualify for an agricultural tax assessment with the county limited to those uses.

1.05 Animals for Personal Use and Enjoyment Only: The keeping and boarding of animals on the Property is restricted to personal use only and is limited as follows:

a) Horses or Cattle: On a four acre to six acre tract, the owner may own and board, a maximum of two horse or two head of cattle for personal pleasure and enjoyment. For every additional acre contained within the tract, the owner may add one head of cattle. Any barn, stable or shelter structure for said animal(s) shall be no less than 75 feet from any adjacent tract within the Property.

b) Dogs: No more than two dogs shall be kept or maintained on any tract within the Property. Dogs of a vicious nature shall not be permitted. Dogs shall be kept within fenced areas or within the housing structure and shall not be permitted to roam freely except when accompanied by an adult human companion having physical or voice control. An owner of a tract is directly responsible and liable for the control of his dogs. No vicious dog shall be permitted on any tract. A dog house may be constructed not less than 75 feet from the boundary line of any adjacent tract within the Property restricted by these covenants.

c) Household Pets: No other animals other than a reasonable number of generally recognized house pets shall be allowed on the Property, and then only if kept thereon solely as household pets and for no other purposes. No such animal shall be allowed to make an unreasonable amount of noise or otherwise become a nuisance.

d) Chickens: Not more than ten chickens shall be allowed to remain on any tract. Chickens will be for personal use only of the owner/tenant in possession of the tract. Said chickens will be restrained within a fenced enclosure and a roosting shed/house, which shall be located not less than 100 feet from any adjacent property line.

1.06. Hazardous or Toxic Waste, Refuse Pile, Etc. No hazardous or toxic waste and no refuse pile shall be allowed to be placed or suffered to remain on any tract within the Property at any time. No hazardous, poisonous or toxic substance or waste shall be dumped in any stream or stream bed running through any tract within the Property at any time. No poisons to control animals or wildlife shall be used or placed on any tract within the Property at any time. Exclusive of this requirement would be termite, roach, rat/mice and normal household pest extermination procedures and applications.

1.07. Business Use Restrictions. No trade or business of any kind may be conducted in or from a lot or any part of the single family residential use, except that the owner or occupant of a single family residence on a tract may conduct such business activities within the residence so long as: (1) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from the exterior of the home; and (2) the business activity conforms to all zoning requirements applicable to home/business uses in Carroll County.

1.08. Quality Workmanship. All construction shall be of quality workmanship and material utilized substantially the same or better than those generally obtainable in the Carroll County, Georgia area.

1.09 Recreational Vehicles or Trailers. Recreational vehicles, trailers or pleasure boats on trailers, may only be parked or stored on that portion of the tract back of the front building line and to the rear of the residence and not less than forty (40) feet from any adjacent tract boundary line.

1.10 Temporary Buildings. No temporary buildings or other improvements of a temporary nature including without limitation, trailers, basements or tents, shacks or portable buildings shall be permitted on the Property, with the exception of temporary improvements or camper/recreational vehicle used solely by the property owner and his/her immediate family as a temporary residence, for a period of time not to exceed 18 months, during and in connection with the construction of a permanent residence on the Property; further provided said temporary structure or vehicle is removed after completion of such construction.

1.11 Trees, Passive Solar and Terracing. Trees and vegetation keep the Property significantly cooler during the summer months and slow the chilling winds during the winter months. To that end, the Declarant encourages the retention of trees and the planting of fruit trees and other vegetation on the Property. However, the cutting and harvesting of timber and the placement of portions of the property into pasture land is the personal choice of the owner of the tract within the agricultural zone. Additionally, owners are encouraged to look into passive solar construction to see if it will work for them. Additionally, the owner is encouraged to terrace their respective tract(s) of land and work with adjacent tract owners to produce swales and terraces that meander through the Property, in an attempt to slow and retain water flow, slowing the process of erosion, and encouraging the retention of water in the soil and a sufficient water table during the dry summer months.

1.12. Fencing. To maintain the aesthetics of the residential area within the agricultural district, there will be no fencing along the right of way of Sandhill Hickory Level Road, unless the same is ornamental in appearance and is composed of wood, composite masonry, iron or steel. There shall be no fencing made of hog wire, barbwire, chicken wire or chain link on any tract within 100 feet of the right of way of Sandhill Hickory Level Road.

ARTICLE II SETBACKS AND BUILDING LINES

2.01 Building Defined. For the purpose of this article, "Building" shall mean the main residence, the garage and related outbuildings and include the main portion of any such structure and all projections or extensions thereof, including the attached garage, outside platforms or decks, canopies, balconies, bay windows and porches, but excluding open steps leading to the main residential buildings.

2.02 Setback Defined. No building shall be erected upon any tract, which is less than one hundred (100) feet from the right of way of Sandhill Hickory Level Road or fifty (50) feet from any adjacent property line of any other tract within the Property.

ARTICLE III ARCHITECTURAL REVIEW COMMITTEE IS NOT ESTABLISHED

3.01 Architectural Review Committee. The Property is intended for those desiring to live on a country estate and not within a controlled property subdivision. Unless all property owners of the platted Tracts unanimously vote to form a property owners association; the owner of a tract within the Property will not be regulated by a property control committee, or architectural review committee or subject to any assessments levied by a homeowner's association. Each tract owner is hereby placed upon their honor to follow the stipulations of these covenants and restrictions. Each tract owner is hereby empowered to encourage fellow tract owners to follow and abide by the covenants and restrictions to the betterment of all. **In the event two or more owners of tracts within the Property are convinced that a fellow tract owner is in violation of these covenants they may file a petition in the Superior Court of Carroll County, Georgia to remedy any violations of these covenants found by the Court to have occurred.** To this end, each tract owner agrees that the Superior Court of Carroll County has jurisdiction and venue of the questions and issues presented concerning the alleged violation of these Covenants.

ARTICLE IV COVENANTS, MEANS OF ENFORCEMENT, ENFORCEABILITY, JOINTLY AND SEVERALLY

4.01 Independent and Separate. Each and every one of the terms and provisions of this Declaration contained herein shall be considered to be independent and separate and, in the event any one or more of such terms or provisions shall for any reason be held to be invalid or unenforceable, all remaining terms and provisions shall nevertheless remain in full force and effect.

4.02 Enforcement. In a community with restrictive covenants, but no owners association, it is up to the individual owners alone to enforce the restrictive covenants. Each tract owner and occupant shall

comply strictly with the covenants, conditions, and restrictions set forth in this Declaration and, if applicable, in the deed of conveyance from the above-named Declarant to the respective owner of each tract. Failure to comply with this Declaration or the rules and regulations shall be grounds for aggrieved tract owners to bring an action in the Superior Court of Carroll County for the enforcement of these covenants and restrictions. Failure to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter.

4.03 Injunction, Suit for Specific Performance, Etc. It is agreed that in the event of a violation of any of same, the economic detriment to any party hereto shall be indefinite and incapable of determination and that this Declaration, therefore, may be enforced in equity by injunction, restraining order or by suit for specific performance.

4.04 Attorney's Fees. In the event that any party hereto successfully institutes an action for enforcement, resulting in a Final Judgment or Decree of Injunction, Specific Performance or providing for monetary damages, the party violating this Declaration shall pay all cost of the court and reasonable attorney's fees associated with the institution and prosecution of such action.

ARTICLE V AMENDMENTS

5.01 Amendments. This Declaration may only be amended in accordance with the following requirements and procedures.

(1) Such Amendment must be approved by the record owners of two-thirds (2/3) of the tracts within the Subdivision, and so long as Declarant shall own any tract in the Property, by Declarant. Such Amendment shall be effective only upon one or more record tract owners (including the Declarant) making a Title Affidavit setting forth the Amendment and attaching the written approval of said Amendment signed by the requisite number of record tract owners and, if applicable, the Declarant and recording the same in the Public Real Estate Records of Carroll County, Georgia.

(2) Notwithstanding the foregoing, the Declarant, so long as it has record title to more than 10% of the tracts within the Property, reserves the right at any time to amend the Declaration as it may determine it to be necessary to carry out the purpose in such a way as to be beneficial to all purchasers or to further clarify and to explain the obligations, responsibilities and limitation of the tract owners as set forth in the preamble hereof.

ARTICLE VI MISCELLANEOUS

6.01 Covenants and Restrictions to Run With the Land. All of these Covenants set forth herein shall run with the land, and each tract owner, by accepting the deed to a tract, accepts the tract subject to these Covenants, and agrees for himself, his heirs, administrators, and assigns, to be bound by each of these Covenants jointly, separately and severally.

6.02 Duration of Covenants, Restrictions, Reservation and Servitudes. The Covenants and Restrictions of this Declaration shall run with and bind the Subdivision, and shall inure to the benefit of and shall be enforceable by the Declarant or upon petition filed by any two or more tract owners, their respective legal representatives, heirs, successors, and assigns, perpetually to the extent provided by law, provided, however, so long as Georgia law limits the period during which covenants restricting land to certain uses may run, any provisions of the Declaration affected thereby shall run with and bind the land so long as permitted by law, after which time, any such provision shall be automatically extended (to the extent allowed by applicable law) for successive periods of ten (10) years, unless a written instrument, signed by a minimum of sixty (60)

percent of the then tract owners, reflecting an affirmative vote to terminate or setting a date of expiration of these covenants and restrictions has been recorded within the year immediately preceding the ending of these original covenants by statutory law, or within the 12 month period immediately before the start of a renewal period. Said recorded agreement may state a modification, change, removal, or termination of any provision of these Covenants and Restrictions, in whole or in part, in which case this Declaration shall be modified or terminated to the extent specified therein.

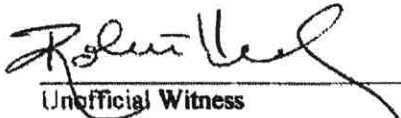
6.03 Captions. The captions to the paragraphs provided here are only to aid the reader in locating the general subject matter of the Articles and paragraphs and do not in any way alter, amend, limit or expand the content of any Article or paragraph.


IN WITNESS WHEREOF, the undersigned have executed this instrument the year and date first above written.

**PHILLIP A. CARNES AND ANN TUMLIN-CARNES
TRUST, dated May 6, 2016**

Signed, sealed and delivered in the
presence of:


Phillip A. Carnes, Trustee


Unofficial Witness


Ann Tumlin-Carnes, Trustee

See attached acknowledgement
Notary Public
My commission expires _____

EXHIBIT "A"

PLAT OF SUBDIVIDED PROPERTY - NINE TRACTS IN TOTAL

Filed and Recorded
 DATE: 07/14/2023
 TIME: 1:53 PM
 PLAT BOOK: 108
 PAGE: 892 - 892
 FILING FEE: \$10.00
 PART ID: 0737848790
 RECORDED BY: WT
 Alan J. Lee
 Carroll County, GA

THIS BLOCK RESERVED FOR THE
 CLERK OF THE SUPERIOR COURT

NOTICES

NOTICE TO THE PUBLIC: THIS PLAT IS A PRELIMINARY PLAT AND IS SUBJECT TO CHANGE WITHOUT NOTICE. ANY PERSONS WHOSE INTERESTS ARE AFFECTED BY THIS PLAT ARE ADVISED TO CONDUCT THEIR OWN RESEARCH AND CONSULT WITH AN ATTORNEY.

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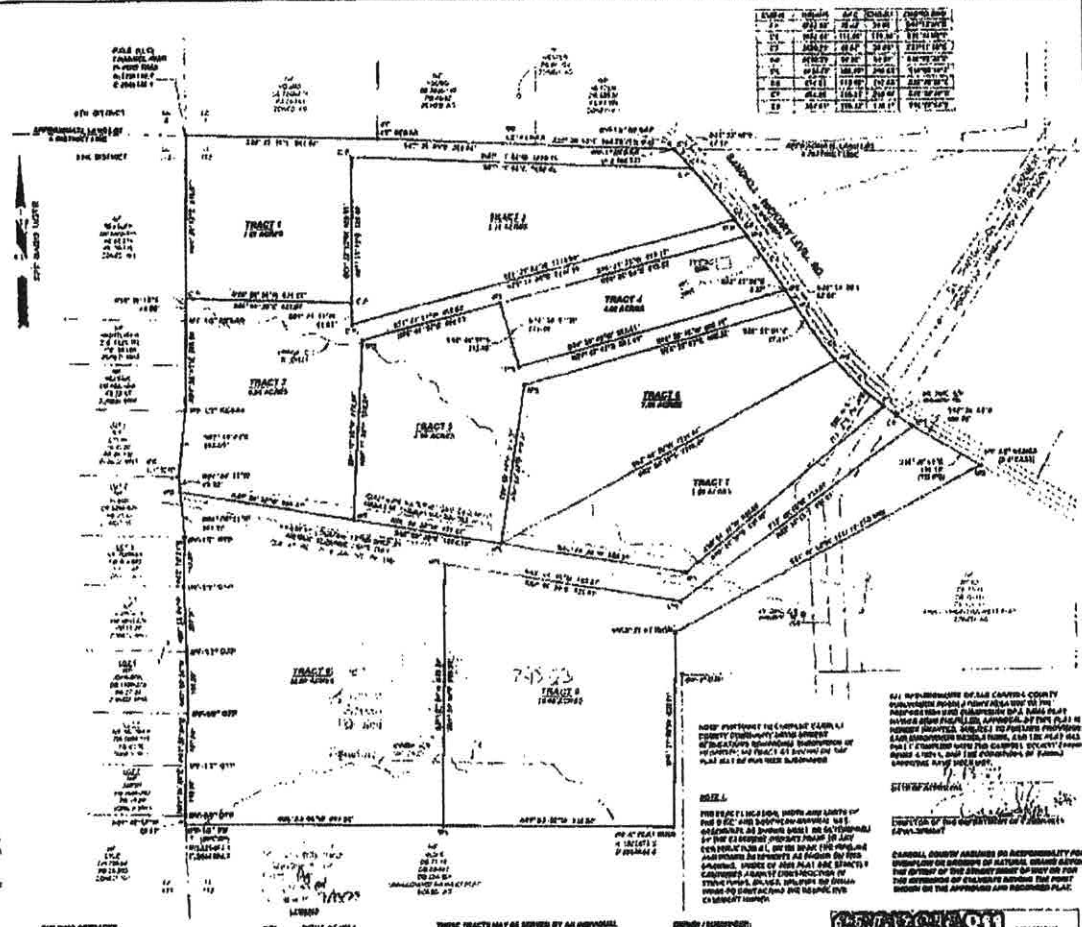
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TRACT	AREA (AC)	AREA (SQ FT)	PERCENTAGE
TRACT 1	1.23	84,000	12.3%
TRACT 2	1.45	100,000	14.5%
TRACT 3	1.67	115,000	16.7%
TRACT 4	1.89	132,000	18.9%
TRACT 5	2.11	145,000	21.1%
TRACT 6	2.33	160,000	23.3%
TRACT 7	2.55	175,000	25.5%
TRACT 8	2.77	190,000	27.7%
TRACT 9	2.99	205,000	29.9%
TOTAL	17.98	1,281,000	100%

PREPARED BY:
GeoCon Surveying, Inc.
 2339 HAYS MILL ROAD
 CARROLLTON, GA 30117
 (770) 830-1997 L.S.F. #000446

PLAT OF SURVEY FOR:
SANDHILL ESTATES - PHASE I

LOCALITY: HAYES MILL ROAD LOT 112, DISTRICT 3, CARROLL COUNTY, GEORGIA



BUILDING SETBACKS
 FRONT: 10 FT. FROM CL. COUNTY RD.
 REAR: 10 FT.
 SIDE: 5 FT. FROM CL. COUNTY RD.
 STATE HIGHWAY FRONT: 25 FT. FROM CL. COUNTY RD.
 STATE HIGHWAY REAR: 25 FT. FROM CL. COUNTY RD.
 STATE HIGHWAY SIDE: 10 FT. FROM CL. COUNTY RD.

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NO.	REVISION	BY	DATE

PROJECT NUMBER	22-048
DRAWN BY	DNB
CHECKED BY	MTW
DATE	7/12/23
SCALE	AS SHOWN
DATE	7/14/23
PROJECT	SANDHILL ESTATES - PHASE I
DATE	7/14/23

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

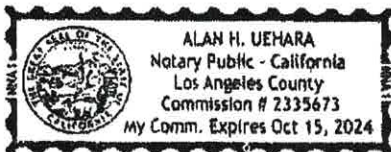
State of California

County of Los Angeles

On JULY: 12, 2023 before me, Alan H. Uehara, a Notary Public personally appeared PHILIP A. CARMES + ANN TAMLEN CARMES

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal

Signature [Handwritten Signature]

OPTIONAL (Information below is not required by law, but may prove to be of value to persons relying on the Document)

Description of Attached Document

Title or Type of Document: PROTECTIVE COVENANTS, RESTRICTIONS + RESERV. OF EASEMENTS

Document Date: 07/12/2023 Number of Pages: 7

Signers Other Than Named Above: _____