

After recording return to:

**DECLARATION OF COVENANTS
for
FIVE OAKS FARMS HOMEOWNER'S ASSOCIATION, INC.**

THIS DECLARATION is made this ____ day of _____, 2024.

WHEREAS, these covenants burden all the property known as Five Oaks Farms located in Columbia County, Georgia, which is more particularly described on "Exhibit A" attached hereto and incorporated herein by reference; and

WHEREAS, the Declarant deems it desirable to create the Association (as hereinafter defined) in accordance with the Covenants and Restrictions as hereinafter provided; and

WHEREAS, it is intended that every Owner (as hereinafter defined) of a Residential Unit (as hereinafter defined) which is made subject to this Declaration does automatically and by reason of such ownership, and by reason of this Declaration, become a member of the Association and subject to its valid rules and regulations.

NOW THEREFORE, the Declarant declares that the properties which are made subject to this Declaration pursuant to Article 2 hereof are and shall be held transferred, sold, conveyed and occupied subject to the Covenants and Restrictions hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of such property. Such Covenants and Restrictions are and shall be binding on all parties having and acquiring any right, title or interest in such property or any part thereof and shall inure to the benefit of each Owner thereof.

ARTICLE 1

Definitions. The following terms when used in this Declaration of Covenants (unless the Context shall clearly indicate to the contrary, shall have the following meaning:

(a) "Association" shall mean and refer to FIVE OAKS FARMS HOMEOWNER'S ASSOCIATION, INC., a nonprofit corporation organized and existing under the laws of the State of Georgia.

(b) "Board" shall mean the Board of Directors for FIVE OAKS FARMS HOMEOWNER'S ASSOCIATION, INC.

(c) "Covenants and Restrictions" shall mean and refer to all covenants, restrictions, easements, and charges and liens set forth in this Declaration.

(d) "Declarant" shall mean Richard Eric Bullard.

(e) "Development Documents" shall mean and refer to the Articles of Incorporation and By-Laws of the Association.

(f) "Manager" shall mean and refer to any person with whom the Association contracts for the administration and operation of any common areas.

(g) "Owner" shall mean and refer to any Person (as hereinafter defined) who is or shall be a record owner by purchase, transfer, assignment or foreclosure of a fee or undivided fee interest in a Residential Unit (as hereinafter defined) within any portion of the Restricted Property (as hereinafter defined); provided, however, that any Person who holds such interest merely as security for the performance of an obligation shall not be an Owner.

(h) "Person" shall mean and refer to any natural person, corporation partnership, limited partnership, joint venture association or any other such entity.

(i) "Restricted Property" shall mean and refer to all real property as set forth in Article 2 of this Declaration and any additional real property added to the jurisdiction of the Association pursuant to Article 2, Section 2 of this Declaration.

(j) "Residential Units" shall mean and refer to each single family detached house and/or each single lot of subdivided property intended for a single family detached house or any other equivalent form of residential building.

(k) "Landscaping" shall mean and refer to modification by plantings, grading or clearing and shall not refer to seasonal or decorative plantings or normal upkeep of a yard.

ARTICLE 2

Property Subject to Declaration; Effect Thereof

Section I. Property Hereby Subjected to This Declaration.

This Declaration is hereby imposed upon the following described real property and the Declarant hereby subjects the following described property to this Declaration, which shall hereafter be held, transferred, sold, conveyed, used, leased, occupied, and mortgaged or otherwise encumbered subject to this Declaration:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Section 2. All Restricted Property Bears the Burden, and Enjoys the Benefits, of This Declaration.

Every person who is or shall be a record owner by purchase, transfer, assignment or foreclosure of a fee or undivided fee interest in any portion of the Restricted Property or later added Restricted Property does agree and shall be deemed by reason of taking such record title to agree to all of the terms and provisions of this Declaration.

Lot Owners, their guests, tenants, invitees, contractors and others who visit any portion of the property subject to these covenants and restrictions are bound to abide by the provisions contained herein.

ARTICLE 3

Section 1. Lot Area: No dwelling shall be erected or placed on any lot having an area of less than 20,000 square feet.

Section 2. Land Use and Building type: No lot may be subdivided without the approval of the Architectural Control Committee. No lot shall be used except for primarily residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling, and structures ancillary to said single-family dwelling, such as garages, barns and other outbuildings approved by the ACC, except Tract 6, 9.00 Acres as further described below. All dwellings shall have at least 2,000 heated square feet and a garage or carport of sufficient size and design to contain two (2) cars. The existing home place of Bullard shown as Tract 6 on a plat recorded in Book _____, Page _____ in the Office of the Clerk of Superior Court of Columbia County Georgia is excluded from any and all requirements of this Article 3, including an exception for approval of any plans and approval of any structures.

Section 3. (A) Architectural Control: The Architectural Control Committee shall consist of no less than three (3) members with the actual number to be established by the board. The Architectural Control Committee shall initially be appointed by the board. No barn, shed, outbuilding, storage building, or other structures of any nature shall be erected, placed or, if existing, altered on any lot unless the proposed construction plans, and specifications, exterior color or finish, and a plat showing location of the structure have been approved by the Architectural Control Committee. Refusal of approval of such plans, location or specifications may be based upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of said Committee shall appear sufficient. No alteration in the exterior appearance of any existing building or structure shall be made without like approval of said Committee. One (1) copy of plans and related data shall be furnished to said Committee for its records. Similarly, no lot shall be subject to landscaping without the prior written approval of said Committee, of a plan, acceptable in form and content to said Committee, for such landscaping.

(B) Waiver: The Architectural Control Committee may, at its sole and controlled discretion, at any time and from time to time, waive any one or more requirements which said Committee is authorized to impose according to the provisions of these Protective Covenants regardless of whether such requirements appear expressly or by fair and reasonable implication or inference from such provisions; and the exercise of such waiver need be evidenced in writing and reviewed by the board. Denial of waivers may be appealed to the board.

Section 4. Nuisances: No noxious or offensive activities shall be carried on or upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the Subdivision neighborhood. Hobbies or other activities, including, but without limiting the generality hereof, the assembly and the disassembly of motor vehicles

or other mechanical devices which might lead to disordered, unsightly and unkempt conditions shall not be pursued or undertaken in the front or side yards or any lot or in any driveway, garage or carport where such conditions can be seen from any street on which such lot abuts. No vehicle whether licensed or unlicensed shall be left in an inoperable condition on said property for a period greater than five (5) days. After the passage of the 5th day, the car shall be removed at the expense of the property owner and stored by the property owner separate from the real estate described herein. No firearms may be discharged in the subdivision that constitute an unreasonable interference to other lot owners because of excessive noise, duration, or time of day. No discharge of firearms may take place after 10:00 p.m. or before 6:00 a.m. if it may be heard in a dwelling with doors and windows closed.

Section 5. Temporary Structures. No structure of a temporary character, trailer, mobile home, R.V., tiny home, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

Section 6. Signs. No sign shall be erected or maintained on any lot by anyone including, but not limited to, a lot owner, a realtor, or a contractor or subcontractor, without the written permission of the Architectural Control Committee or as may be required by legal proceedings. In granting such permission, the Architectural Control Committee reserves the right to specify the size, color and content of any such sign. Likewise, one sign of not more than four square feet, to be used by a contractor only during the construction period of the main dwelling structure or accessory structures on a lot, or one sign, not more than three feet square, to be used by a residential realtor or residential real estate company, is permissible. No signs shall be posted in the entrance or in any common areas unless approved by the Architectural Control Committee.

Section 7. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in 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, maintained or permitted upon any Lot.

Section 8. Livestock and Poultry. No swine, goats, exotic animals, or other animals that constitute a nuisance may be raised, bred or kept on any Lot, except that dogs, cats or other domestic pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes and do not constitute a nuisance. Only one (1) cow or horse per two (2) acres of land may be kept on any Lot.

Section 9. Garbage and Refuse Disposal. 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 containers, incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each lot owner shall provide containers for garbage in an area not visible from the frontage street. Garbage cans may not be left on the street for more than forty-eight (48) hours. Compost piles shall not be visible from any streets or roads within or abutting the subdivision and shall be kept in a neat and orderly condition.

Section 10. Sewerage Disposal. No individual sewerage-disposal system shall be permitted on any Lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Georgia Department of Public Health and is approved by Columbia County. Approval of such systems as installed shall be obtained from all appropriate governmental authorities.

Section 11. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) feet and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines as extended. The same sight-line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of the driveway pavement of such Lot. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

Section 12. Parking. No owner or guest shall park any cars on the street on an overnight basis. No commercial vehicles, recreational vehicles, boats, or trailers shall be allowed to park on the street on an overnight basis. Vehicles parked in the streets should not be facing oncoming traffic. Recreational vehicles, boats, or trailers vehicles shall be kept in garages or side and rear yards, as to minimize visibility from the street. No parking of trailers or mobile homes shall be permitted on the streets or Lots except for construction of improvements on the Lots and thereafter, and except for delivery and pickup or remodeling and repair of buildings on the Lots. Vehicles that are in an inoperable condition while parked on the streets shall not remain for more than forty-eight (48) hours.

Section 13. Artificial Plants. No plastic, silk or artificial plant, flower, shrub bush or vine shall be permitted on the front or side yards of any Lot.

Section 14. Outbuildings. No outbuilding, storage building, shed or other similar structure shall be permitted on any Lot unless the owner complies with Section 3 above.

Section 15. Lateral Support. A builder or owner may find it necessary to "shore up" a slope or "fill" an area adjacent to the location where a home has been constructed or is being constructed. The only material that is permitted to be used for retaining walls or lateral support will be as follows: 1. treated 6" by 6" posts and treated 2" x 8" backing/planking; brick, rock or stucco. All lumber used for this purpose shall be treated lumber. All retaining walls or lateral support structures must be approved by the ACC. No concrete block, except decorative blocks, shall be used for this purpose without the specific waiver by the Architectural Control Committee.

Section 16. Fence. No Fence shall be erected without approval from the ACC. Any portion of a fence visible from the road must be constructed out of wood, stone, or brick. Other fencing materials, such as wrought iron may be approved by the Architectural Control Committee based purely on aesthetic reasons.

Section 17. Roof. The main roof pitch shall be a minimum of 8/12 pitch. The roof pitch of all outbuildings or other structures must be approved by the ACC.

Section 18. Vinyl Siding. No vinyl or aluminum siding shall be allowed on any building constructed on any lot. Vinyl siding shall be permitted at soffit and fascia. Brick, hardy plank and stucco may be used on front gables. Exterior construction shall be brick, hardy plank, stone or stucco.

Section 19. Common Areas. No Common Areas are currently on the subdivision plat or expected for this project. There will be a sign easement and maintenance easement for any subdivision signs that will be on the lot of the property owner where the sign is located.

Section 20. Maximum Occupancy. Maximum occupancy shall be as established by local or county ordinance as the maximum residential occupancy for single family dwellings.

Section 21. Mail Boxes. Neither a mailbox nor its stand shall be erected unless they have received the prior approval of the Architecture Control Committee. No alteration of the appearance of the mailbox is allowed without ACC approval.

Section 22. Preservation of Trees and Vegetation. To the extent possible, owners should try to maintain all living trees, shrubs, and other vegetation contributing to the aesthetic value of Five Oaks Farms. No harvesting of timber shall occur on any lot. Trees may be cleared for landscaping purposes, but the growing and sale of timber is prohibited.

Section 23. Residential Use. Each Lot shall be used for residential purposes only, no trade or business of any kind may be conducted in or from any other Lot or any part of the Property, including business uses ancillary to a primary residential use, except that the Owner or Occupant residing in a dwelling on a Lot may conduct such ancillary business activities within that dwelling 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 dwelling; (2) the business activity does not involve visitation of the Lot by employees, clients, customers, suppliers or other business invitees; provided, however, this provision shall not preclude delivery of materials or items by United States Postal delivery or by other customary parcel delivery services (U.P.S., Federal Express, etc.); (3) the business activity conforms to all zoning requirements for the Property; (4) the business activity does not increase traffic in the Property; (5) the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance coverage; and (6) the business activity is consistent with the residential character of the Property and does not constitute a nuisance or a hazardous or offensive use or threaten the security or safety of other residents of the Property, as may be determined in the Board's sole discretion. Notwithstanding the above, no lot may be utilized for commercial or nonprofit purposes as a shelter or group home.

Section 24. Vehicles and Parking. No Owner or Occupant may keep or bring onto the Property more than a reasonable number of vehicles per Lot at any time, as determined by the Board; provided, however, this provision shall not prohibit an Owner or Occupant from having guests or service vehicles park on the Property if otherwise in compliance with this subparagraph. All vehicles must be parked and/or stored in the garage, driveway, carport, or parking pad located on the Lot. Driveways must be paved, crushed stone, or

other material approved by the ACC. No vehicles may be parked and/or stored in the grass areas of the Lot. Parking of vehicles on the street should be limited to events of less than eight hours and in no way hinder the right of way for use of the public streets.

ARTICLE 4

The Community Association; Automatic Membership and Voting Rights Therein.

Section 1. The Association.

The Declarant has caused to be formed and incorporated under the laws of the State of Georgia and there does now exist FIVE OAKS FARMS HOMEOWNER'S ASSOCIATION, INC., a Georgia Nonprofit Corporation.

Section 2. Membership.

Every person who is an Owner is and shall be a member of the Association, provided, however, that any person who owns such interest merely as security for the performance of an obligation shall not be a member of the Association.

Section 3. Membership; Voting Rights.

The Association shall have two types of regular voting membership.

- (a) Class A. Class A members shall be all Owners of residential lots, family dwelling units, and unsubdivided land, except the Company so long as it is a Class B Member. Each Class A member shall be entitled to one vote regardless of the number of properties which he might own or the size or value of such properties.
- (b) Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to the same number of votes as are cumulatively held from time to time by all Class A members plus one vote. The Declarant shall continue as a Class B member until Declarant has sold all lots owned by Declarant within the property subject to these covenants or restrictions, or such earlier time as it might, in its sole discretion, elect to relinquish such membership. At such time as the Declarant ceases to be a Class B member, it shall be a Class A member if it is an owner.

When any property entitling the Owner to membership in the Association is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint or common ownership, or if two or more persons or entities have the same fiduciary relationship respecting the same property or if property is owned by a corporation, then such Owners shall file with the Secretary of the Association an instrument in writing signed by all such Owners and designating one Owner (or in the case of a corporation, one of its officers) to cast the vote which is attributable to such property. The principles of this section shall apply, insofar as possible, to execution

of proxies, waivers, consents, or objections and for the purpose of ascertaining the presence of a quorum.

Section 4. Suspension of Membership Rights

The membership rights of any member, including the right to vote, may be suspended by the Association's Board of Directors for nonpayment of dues, and assessments or violations of the covenants within this Declaration, pursuant to authority granted in the Association's By-Laws, as amended from time to time. Any such suspension shall not affect such members' obligations to pay assessments past due or coming due during the period of suspension and shall not affect the permanent charge and lien on the members Property in favor of the Association.

Section 5. Meetings of the Membership

All matters concerning meetings of members of the Association, including the time in which and the manner in which notice of any of said meetings shall be given to members of the quorum and percentage vote required for the transaction of business of any meetings, shall be specified in this Declaration, in the By-Laws of the Association as amended from time to time or by law.

Section 6. Association Rights

The Association, acting through its Board of Directors, shall have the right and authority, in addition to and not in limitation of all other rights it may have,:

(a) to make and to enforce reasonable rules and regulations governing the use of the Property;

(b) to enforce use restrictions, the Declaration and Bylaws provisions, and rules and regulations by imposing reasonable monetary fines, exercising self-help powers, suspending use and voting privileges. These powers, however, shall not limit any other legal means of enforcing such documents or provisions by either the Association or, in an appropriate case, by an aggrieved Owner;

ARTICLE 5

Administration

Section 1. Responsibility for Administration.

The administration of the Association shall be the responsibility of the Association.

Section 2. Management and Maintenance Agreement.

The Association may enter into such management and maintenance agreements as are necessary or desirable for the administration and maintenance of the business of the Association.

Section 3. Limitations of Liability; Indemnification.

The Association shall not be liable for injury or damage caused by the latent condition of the entrance area nor for injury caused by the elements, members or other persons; nor shall any officer or director of the Association be liable to any person for injury or damage by such officer or director in performance of the duties hereunder unless due to willful misfeasance or malfeasance or gross negligence of such officer or director. Each officer and director of the Association shall be indemnified by the members against all expenses and liabilities, including attorney's fees, reasonably incurred or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been an officer or director of the Association, and any settlement, whether or not he is an officer or director of the Association at the time such expenses and liabilities are incurred, except in such cases where the officer and director are adjudged guilty of willful misfeasance or malfeasance or gross negligence in the performance of his duties; provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors and the Association approves of such settlement and reimbursement as being for and in the best interest of the Association.

The Board and any member of the Architectural Control Committee, shall not be liable to an Owner, or to any other person on account of any claim, liability, damage, or expense suffered or incurred by or threatened against an Owner, or such other person, arising out of or in any way relating to the subject matter of any reviews, acceptances, inspections, permission, consents, or required approvals which must be obtained from the Architectural Control Committee whether given, granted, or withheld.

ARTICLE 6

Insurance and Casualty Losses

Section I. Insurance.

The Board of Directors of the Association or its duly authorized agent shall have the authority to obtain insurance for all improvements on the entrance area against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief, in amounts sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard and shall also obtain a public liability policy covering the entrance area and all damage or injury caused by negligence of the Association or any of its agents. All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association.

ARTICLE 7

General Provisions

Section I. Duration.

The Covenants and Restrictions of this Declaration shall run with and bind the land, shall *be* and remain in effect, and shall inure to the benefit of and be enforceable by the Association or the owners of any of the Restricted Property, their respective legal representatives, as successors and assigns, for a term of 20 years from the day and year first above written. Said Covenants and Restrictions shall automatically be renewed and extended thereafter for successive 20-year periods unless an agreement for modification is signed by members of the Association then entitled to cast at least seventy-five percent (75%) of the votes of the Association and has been filed for record in the Office of the Clerk of the Superior Court of Columbia County, Georgia, at least one hundred eighty (180) days prior to the effective date of such renewal and extension; provided, however, that each such agreement shall specify which of the Covenants and Restrictions are so modified.

Section 2, Notices.

Any notice required or permitted to be sent to any member pursuant to any provision of this Declaration may be served by depositing such notice in the mails, postage prepaid, addressed to the member or owner to whom it is intended at his last known place of residence, or to such other address as may be furnished to the secretary of the Association, and such service shall be deemed sufficient. The date of service shall be the date of mailing.

Section 3. Severability.

Whenever possible, each provision of this Declaration shall be interpreted in such a manner as to be effective and valid, but if any provision for this Declaration or the application thereof to any person or any property shall be prohibited or held invalid, such prohibition or invalidity shall not effect any other provision or the application of any provision which can be given effect without the invalid revision or application, and to this end, the provisions of this Declaration are declared to be severable.

Section 4. Amendment

The Declarant shall have the unilateral right to amend the covenants without the need for a vote of the Association so long as Declarant owns one lot within the property subject to these covenants and restrictions. All other amendment of these covenants shall be as follows: except where a higher vote is required for action under any other provisions of this Declaration, in which case such higher vote shall be necessary to amend such provision, this Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent, of the members of the Association holding two-thirds (2/3) of the total eligible vote thereof. Notice of a meeting, if any, at which a proposed amendment will be considered, shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and filed in the Columbia County, Georgia land records.

Notwithstanding the foregoing, the Board of Directors, without the necessity of a vote from the owners, may amend this Declaration to comply with any applicable state, city or federal law, including but not limited to, compliance with applicable

guidelines of the Federal National Mortgage Association ("Fannie Mac"), the Department of Housing and Urban Development ("HUD") and the Veterans Administration ("VA").

If legal action is not instituted to challenge the validity of this Declaration or any amendment hereto within one (1) year of the recording thereof in the Columbia County, Georgia land records, then such amendment or document shall be presumed to be validly adopted.

IN WITNESS WHEREOF, the agent has caused this Declaration to be executed by its duly authorized officer and the appropriate corporate seals affixed hereto, the day and year first above written.

Richard Eric Bullard (L.S.)

Witness

Notary Public

EXHIBIT "A"

All those lots or parcels of land, with improvements thereon, situate, lying and being in the State of Georgia, County of Columbia, being known and designated as Lot 1 5.00 Ac., Lot 1A 5.00 Ac., Lot 2 8.00 Ac., Lot 3 14.00 Ac., Lot 4 18.00 Ac., Lot 5 9.00 Ac., Lot 6 9.00 Ac., Lot 7 6.00 Ac., Lot 8 6.60 Ac., and Lot 9 46.20 Ac., as shown upon a plat of survey recorded in the Office of the Clerk of Superior Court for Columbia County, Georgia in Plat Book _____, Page _____. Said plat is incorporated herein by reference and made a part of this description.

TPN: 002 014; 002 015; 002 016; 002 017