

# Southampton Falls

## Protective Covenants and Restrictions

Amended Declaration of Protective Covenants and Restrictions is made on the date first set below by Jackson County Southampton Falls Homeowners Association, Inc., a nonprofit Georgia corporation.

WHEREAS, pursuant to Article 39 of the Declaration, said Declaration may be amended by approval of the Developer and by affirmative vote of the members of the Association holding at least seventy-five percent (75%) of the total votes of the Association and

WHEREAS, these amendments were properly presented to the membership and were approved by the affirmative vote of the members holding at least seventy-five percent (75%) of the total votes of the Association

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. The property that is subject to and bound by these covenants is described in the attached "Exhibit A," which is incorporated by reference herein.
2. Lots must be used for single-family residences only.
3. No lot shall be subdivided, nor shall there be more than one house per lot.

Storage sheds, detached garages, and other out buildings may be constructed on a lot subject to guidelines by the Modification Committee and written approval of the Board of Directors. The following guidelines shall apply:

- a. For purposes of this covenant, a detached garage shall not be considered "more than one house". Any such detached building may not be used for temporary or permanent habitation nor may such building be used for a commercial venture of any kind that solicits commercial traffic in Southampton Falls ("subdivision") and results in the exchange of public commerce occurring on the property (except deliveries and pick-ups such as UPS, etc). All garages/out buildings must be properly permitted by Jackson County prior to construction.
  - b. Storage Sheds: shall mean a detached structure a maximum size of 10' x 10' x 8' with no permanent power connections. Such structure shall be all wood construction (no vinyl or metal buildings), base structure painted to match base color of house, trim painted to match trim color of house, shingle roof to match shingles on house.
  - c. Out Buildings: shall mean any structure requiring a county building permit. Construction must be stick built using same design and materials as used to build the house (i.e. pitch, siding, colors, trim including stone and brick).
4. All attached garages shall have a minimum capacity of two regular size passenger vehicles if the garage door(s) face either the street or side yard. If at all possible given the topography and characteristics of a given lot, all entrances to garages shall be from side. No carports are allowed.

5. No temporary house, shack, tent or trailer shall be erected on any lot. Camping tents may be erected for temporary recreational use, located behind the rear corners of the house concealed from view from the street, for a duration not to exceed three days concurrently.
6. All driveways must be paved with concrete from the street to the garage.
7. All front yards must be sod. Front yard meaning from the front corners of the house to the street, and on corner lots from the rear corner of the house facing a street forward exclusive of plantings, beds, or natural areas. All Lots shall be maintained in a neat and orderly manner in keeping with good and regular landscaping practices including, but not limited to regularly mowing all lawn areas, removing and treating all weeds, pruning all trees, mulching all planting areas and removing dead and diseased trees.
8. No house or additional structure shall exhibit exposed masonry foundation. Foundations must be painted, stucco, or otherwise covered with brick or stone.
9. All new construction must be of quality "stick built" variety. No modular units permitted. Quality factory constructed components may be used (i.e., roof, floor, or wall units).
10. No signs of any kind shall be erected on any lot except for reasonable and appropriate "For Sale" signs or temporary "Yard Sale" signs that are no larger than 24 inches by 24 inches. "Yard Sale" signs may be posted in front yards for 2 days prior to the sale dates and are to be removed upon the conclusion of the sale.

11. Vehicles:

General Provisions Subject to Specific Vehicle Definitions, Usage, Parking, Storage restrictions, and Exceptions:

Parking any Passenger Vehicle, Recreational Vehicle, or Commercial Vehicle on a non-paved area of a Lot is strictly prohibited.

Residents are urged to not park Vehicles on the streets within the Subdivision on a daily basis for safety reasons.

No eighteen-wheel trucks or the cabs of such trucks shall be parked, kept, or stored within the Subdivision at any time.

Exception:

Moving vans may be parked in the Subdivision for such period of time as is reasonably necessary to provide service to the Lot, after which time it shall be promptly removed.

No Vehicle may be left upon any portion of the Subdivision, except in a garage for a period longer than five (5) days if it is unlicensed or if it is in a condition so that it cannot operate on public streets.

No Vehicles shall be permitted on pathways or unpaved common property except for public safety vehicles and vehicles expressly authorized by the Board in writing.

#### Passenger Vehicles:

##### Definition:

The term "Passenger Vehicles," as used in this provision, shall include, without limitation: all cars/automobiles, that do not fall under any other "vehicle" definition, either Recreational, Commercial, or other; all pick-up trucks with a gross vehicle weight (gvw) rating of 1 ton or less, and all vans, mini vans, SUV's or other vehicles that have a capacity of 10 passengers or less.

##### Usage, Parking & Storage:

All passenger Vehicles shall be parked within garages, on driveways, or other paved parking areas located on a lot.

#### Recreational Vehicles:

##### Definition:

The term "Recreational Vehicles," as used in this provision, shall include, without limitation: all motor homes and camper trailers (self contained motor coaches, 5<sup>th</sup> wheel, hitch mounted, truck mounted, pop-up camper, camper vans), boats, jet skis, motorcycles, mini-bikes, scooters, go-carts, buses, passenger vans (11 passengers or greater) and/or trucks used solely for recreational purposes, so-called "gasoline powered all terrain vehicles" (including but not limited to motorized dirt bikes, 3-wheelers, "gators," and 4-wheelers), and all trailers, open or enclosed used to transport or store such recreational vehicles.

##### Usage, Parking & Storage:

All Recreational Vehicles shall be parked at all times within garages or some other duly approved, paved, and fully enclosed structure located on a Lot.

##### Exceptions:

Recreational vehicles may be parked on a Lot for seasonal preparation or servicing for up to 48 consecutive hours after which they must be removed or stored in a fully enclosed structure.

Visiting recreational vehicles may be parked on a Lot for up to seven days with prior notification and approval by the Homeowners Association Board of Directors.

#### Commercial Vehicles & Trailers:

Definition:

The term "Commercial Vehicles," as used in this provision, shall include, without limitation: all vehicles which have the appearance of or are obviously used in the pursuit of a commercial endeavor or used to advertise a commercial entity; due to size, type, and/or accessories, as well as any trailer, open or enclosed, used to transport or store equipment or vehicles used in the pursuit of a commercial endeavor or to advertise a commercial entity. Some examples are, but not limited to, a bus, cement truck, commercial tree trimming equipment, construction equipment, dump truck, flat bed truck, utility body trucks, crane trucks, tow trucks, panel vans or pick-up trucks outfitted with accessories used in pursuit of a commercial endeavor, or any truck with more than one rear axle and a gross vehicle weight exceeding one (1) ton.

Usage, Parking & Storage:

All Commercial Vehicles shall be parked at all times in garages or some other duly approve, paved, and fully enclosed structure located on a Lot.

Exceptions:

All exceptions must receive written approval from the Board of Directors.

Certain vehicles meeting the definition of Commercial Vehicles are being stored in a manner that is contrary to these covenants and exceptions. A grandfather clause has been made for these vehicles. A list of the specifics of these vehicles is on file in the minutes of the Association.

Open trailers used for non-commercial endeavors such as transporting landscape materials and other household goods not exceeding 8 feet in length or with more than one axle; and trailer is parked on an area of the lot in such a manner as to conceal the trailer from the street and adjacent lots to the greatest extent possible.

Non-resident service or delivery vehicles shall be allowed to park in the paved driveway of a lot only for such period of time as is reasonably necessary to provide service to the Lot, after which time it shall be promptly removed.

Vehicle required for temporary "on call" performance of a commercial or public endeavor when "on call" period does not exceed 24 hours. Residents requiring this exception must inform the Association's Board of Directors of this temporary requirement and its frequency.

Vehicle is used as the primary transportation to and/or from a Person's work or place of business and is not used in any other aspect of a commercial endeavor.

12. No accumulation of discarded personal effects, debris, waste, garbage, inoperative vehicles or other unsightly objects or matter will be permitted on lot. All garbage cans and recycling bins shall be concealed from view of street and neighboring property

except on days of scheduled pick-up. Pre-approved enclosures include Cedar or Pressure Treated Wood, natural or painted (color to match house paint or trim color), or shrubbery which do not exceed a size of 4' wide x 8' long x 6' high. All other types of enclosures must be submitted to the Modification Committee for approval. All firewood piles shall be neatly stacked and organized without extraneous debris and may only be located behind the rear corners of the house. Woodpile covers are not required, but when used, must blend in with the environment. Pre-approved cover colors are black or brown.

13. Flags meeting the following requirements may be displayed on a property. Flags on display at any given time may not exceed a combined total of 24 square feet in overall size and be limited to a maximum of two individual flags and must be mounted in a permanently attached flag holder secured to the front or garage side of a house. Requests for displaying flags outside of the pre-approved guidelines must be submitted to the Modification Committee and approved in writing by the Board of Directors.
  - a. Artificial vegetation shall not be used for any landscape plantings on any yard of any property. Artificial vegetation such as topiary or ornamental plants may be displayed in decorative containers on porches or paved driveway areas adjacent to garage entrances. All exterior sculpture, fountains, statuary, and similar items displayed in front yards are to be submitted to the Modification Committee and Association Board for approval prior to installation.
14. All residences in the Subdivision shall have standardized mailboxes conforming to postal regulations and be of the Association approve design. The mailbox shall be maintained by the Homeowner.
15. No fences shall be erected closer to the street (of which the house faces) than either rear corner of the house. In other words, fences are allowed only in the backyard and may not extend toward the front yard any farther than the rear corners of the house. In addition, no fence may be erected closer than forty (40) feet from any street, county road, or highway. Fences may be constructed with black vinyl or dark green vinyl coated chain link. Wood or vinyl fences will be permitted. No fence shall be greater than six (6) feet in height. The Modification Committee must approve all fencing material, style, and location prior to installation. Wood on all front view should be Cedar or Pressure Treated Wood.
16. No building shall be erected or used as a school, church, or kindergarten. Babysitting for hire is permitted, but shall be limited to not more than six (6) children at any one time. Home based businesses are permitted provided that the business does not engage in commercial traffic or the exchange of public commerce on the property (except deliveries and pick-ups such as UPS, etc). All home based business shall be properly permitted and must comply with all Jackson County zoning codes for the conduct of a business within a home in a residential zoned location.
17. No single story residence shall be erected on any lot to have less than 1800 square feet of indoor heated area. No multi-story residence shall be erected on any lot to have less than 2200 square feet of total heated area. The heated area is exclusive of garage and basements.

18. Homeowners must submit requests to the Modification Committee and acquire written approval from the Board of Directors for all exterior modifications to the dwelling including, but not limited to, house plans, site locations, additions, outbuildings, exterior finish, exterior color, and roof color prior to commencement of structure or modification.
19. No animals, livestock, or poultry of any kind may be raised, bred, kept or permitted on any lot, with the exception of dogs, cats, or other usual and common household pets in reasonable number. Household pets are to be kept under control and not allowed to cause a disturbance or nuisance to the subdivision. All dogs must be leashed when on common or public property within the subdivision. Dogs should be restrained from defecating on private, common area, and public property.
20. No window air conditioning units may be installed that are visible to the street.
21. Above ground swimming pools shall not be erected, constructed or installed on any lot. In-ground pools may be erected, constructed, or installed on a lot, but only if enclosed within a privacy fence that complies with all municipal regulations and ordinances and regulations in these Covenants pertaining to fencing, and further provided that said in-ground pool is located in the rear (back) yard of the house. Spas are permitted in an approved structure and also must be concealed from view within a privacy fence. Homeowners must submit requests to the Modification Committee and acquire written approval from the Board of Directors for all swimming pools and spas.
22. No vegetable garden, hammock, or play equipment may be located other than between the rear dwelling line and the rear lot line. In other words, the above-noted items are allowed only in the backyard and may not extend toward the front yard any farther than the rear corners of the house. In addition, the above-noted items shall not be erected closer than forty (40) feet from any street, county road, or highway.
23. All Homeowners shall be responsible for conformance with soil erosion control ordinances and all other applicable building ordinances on lots.
24. All Homeowners shall be required to maintain reasonable cleanliness of building sites, removing all unnecessary debris and construction materials within a reasonable time during and after the completion of construction. The Homeowner shall be required to remove transported soils from street gutters and catch basins abutting developed lot. The Homeowner shall seed all disturbed areas with permanent vegetative cover except areas that were previously sodded must be re-sodded.
25. All modification approvals shall be valid for one (1) year from the date of the approval. Work not begun after the one (1) year period must be submitted for re-approval.

From the date when construction begins the approved work is to be completed with the following proscribed time constraint unless otherwise approved in writing by the Modification Committee and the Board of Directors:

- a. Fences .....45 days
- b. Exterior Painting.....45 days
- c. Swimming Pools.....120 days
- d. Buildings and Other Structures..... 120 days
- e. All Other Modifications..... TBD
- f. Allowances for inclement weather will be provided on a one to one additional day allowed for every day lost due to inclement weather.

26. Motorcycles and motorized all-terrain vehicles (4-wheelers), which are ridden “off road”, are hereby prohibited to be used in the subdivision.

27. The Homeowners Association is responsible for payment of streetlight rental and electricity, and entrance maintenance.

28. Every person who is the record owner of a fee interest in any lot that is subject to this Declaration shall automatically be a member of the Homeowners Association. Membership shall not include persons who hold a security interest only and the giving of a security interest shall not terminate the Owner’s membership. Members shall be entitled to one (1) equal vote for each lot owned.

Homeowners Association fees are mandatory. The Homeowners Association will be formed when the first home is sold in the subdivision. Assessment of fees commence as to a lot on the date of closing for occupancy of the lot for residential purposes, and the initial fee assessment for the first year shall be paid at closing. The first annual assessment shall be adjusted according to the number of days then remaining in the fiscal year. The Developer or the Developer’s assigns will initially determine all fees for the Homeowners Association and may change the amount of said assessment from time to time, in an amount determined by the Developer in his sole discretion. The authority to set, determine, and amend fee assessments shall be passed from the Developer to the Homeowners Association upon the closing for occupancy of eighty (80%) of the subdivision’s lots for residential purposes. The Developer or a builder who purchases a lot for the purpose of construction of a residence and resale of the lot and residence shall not be responsible for the payment of any type of fee, fine, or assessment.

29. These covenants are in addition to any other restriction, conditions or zoning requirements imposed by governmental authorities.

30. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or Occupant of a lot may obstruct or re-channel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Declarant hereby reserves a perpetual easement across all property for the purpose of altering drainage and water flow, removing temporary siltation ponds and/or removing debris and siltation generally through the Community. Rights exercised pursuant to this reserves easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property and damage shall be repaired by the person causing the damage at its sole expense.

31. All property located at street intersections and at the intersections of streets and driveways shall be landscaped so as to permit safe site across the corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.
32. All propane gas tanks, swimming pool pumps and filters, fixtures and related equipment and other similar items shall be located or screened so as to be concealed from view of neighboring lots and the lot (on which the item is located) fronts. All construction debris, rubbish, trash and garbage shall be regularly removed and shall not be allowed to accumulate. Basketball hoops and goal shall not be attached to the exterior portion of any garage, house or other building structure constructed on a lot or placed on any other portion of the lot except as provided below. Notwithstanding the above, free standing basketball poles, goals and backboards may be erected immediately adjacent to the driveway on a lot provided the poles are metal and painted black or other such color as is approved by the Board as appropriate and the goal and backboard are manufactured and not home made. Basketball goals shall not be closer to the street than the front building line.
33. It shall be the responsibility of each owner and occupant to prevent the development of unclean, unhealthy, unsightly, or unkempt condition on his or her lot. No property within the Community shall be used, in whole or part, for the storage of any property or thing that will cause a lot to appear to be in an unclean and untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will disturb the surrounding property. No obnoxious or offensive activity shall be carried on within the Community. There shall not be maintained any plants or animals or devise or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as to diminish or destroy the enjoyment of the Community, without limiting the generality of the foregoing, no horn, whistle, siren, bell, amplifier, or other sound device, except for devices as may be used exclusively for security purposes, shall be located, installed, or maintained upon the exteriors of any lot unless required by law. However, any siren or device for security purposes shall contain a device, which causes it to automatically shut off within twenty (20) minutes.
34. The pursuit of hobbies or other activities which might tend to cause disorderly, unsightly, or unkempt conditions, including without limitation, the assembly and disassembly of motor vehicles and other mechanical devices, shall not be pursued or undertaken in any part of the Community except within garages located on lots.
35. No exterior antenna, aerials, satellite dishes, or other apparatus for transmission of television, radio, satellite, or other signals of any kind larger than 1 meter (3.28082 feet) shall be placed, allowed, or maintained upon any portion of the Community, including any lot. No H.A.M. radio antennas are allowed. All above allowed antennas must be placed behind the front building line on the property.
36. The Members of the Homeowners Association shall elect the Board of Directors for the Homeowners Association within thirty (30) days after 80% of the homes are sold. The Board of Directors will consist of 5 members, and shall develop its own By-Laws.



37. There shall be a "Modification Committee" ("MC") for the subdivision. The Developer or his assigns shall have the authority to appoint or remove, at any time and at the Developer's sole discretion, all members of the MC until the time that one hundred percent (100%) of the homes in the subdivision are sold to purchasers for residential use. The MC shall be comprised of no less than three (3) individuals, who shall have exclusive authority to recommend approval or disapproval to the Board of Directors, in the MC's sole discretion, any modification of, or addition to, any existing structure, or any new construction, or any aspect thereof, on any portion of any lot in the subdivision.
38. If any covenant or restriction contained herein, or any portion thereof, shall be held invalid or illegal, said invalid or illegal portion shall not invalidate any other portion of these covenants, but all remaining portions of the covenants and restrictions shall remain in full force and effect just as if the invalid or illegal portion never existed. To this end the provisions of these Covenants are declared to be severable.
39. The covenants and restrictions of this Declaration may be amended unilaterally by the Developer at any time up to and until one hundred percent (100%) of the homes in the subdivision are sold to purchasers for residential use. Any amendment by the Developer shall become effective once executed by the Developer and duly filed for record in the Official Real Estate Records of Jackson County, Georgia. After one hundred percent (100%) of the homes in the subdivision are sold to purchasers for residential use, the Homeowners Association may amend the covenants and restrictions of this Declaration by an affirmative vote, in writing, by members representing seventy-five (75%) of the total votes of the Association; provided, however, that any such amendment of these covenants and restrictions by the Homeowners Association must be in full compliance with all applicable laws and regulations and shall not become effective until the instrument evidencing such change has been duly filed for record in the Official Real Estate Records of Jackson County, Georgia. Every purchaser or grantee of any interest in the Property, by acceptance of a deed or other conveyance thereof, thereby agrees that the covenants and restrictions of this Declaration may be amended as provided in this paragraph.
40. Southampton Falls shall be used only for those uses and purposes set out in these Covenants.

Every Owner and occupant shall comply with these Covenants, the Bylaws, and rules and regulations of the Association. Any lack of compliance with any of these rules and regulations shall entitle the Association to take action to enforce the terms of the Covenants, Bylaws, or rules. In addition, regardless of who may violate the aforementioned rules and regulations; the Association may take action, under these Covenants, against the violator and also against the Owner as if the Owner committed the violations.

Nothing herein shall be construed to affect the rights of an aggrieved Owner or Occupant to proceed individually against a violator of these rules and regulations, for relief from interference with his or her property or personal rights.

The Association's Board of Directors may require aggrieved individuals to seek redress personally for interference with their personal property rights before the Association intervenes.

No claim for any loss, damage or otherwise shall exist, by an aggrieved Owner against the Association for failure to enforce the provisions of these rules and regulations if the aggrieved owner has not pursued all available remedies against the violator for redress provided under Georgia Law.

All actions regarding violations that are taken by the Association shall be executed through the Board of Directors.

Before any final actions may be taken, all of the due process procedures for any violation of the Covenants, Bylaws, or rules and regulations shall be exercised and documented. The due process procedures regarding fines, suspension of rights, notice, hearing, and enforcement are specified in the Bylaws, Article XI. Compliance with these procedures is not required for the following:

- Delinquent annual due assessments
- More than 30 days delinquent on any other assessment as levied by the Association

The Association, acting through the Board of Directors, shall be entitled to stop any construction which is not in conformance with approved plans.

If an Owner or Occupant violates the Covenants, Bylaws, or rules and regulations then the Association shall have the following powers:

- The power to impose reasonable fines, which shall constitute a lien upon the Owner's Lot.
- The power to suspend an Owner's right to vote and/or to use the common property owned by the Association.

However, nothing herein shall authorize the Association or the Board to deny access to or from any lot.

The Association may elect to enforce provisions of the Covenants, Bylaws, or rules and regulations by self-help including violations of landscaping, and/or life or health safety issues. In pursuit of this self-help remedy the Association or its duly authorized agent shall have the power to enter a lot or upon any portion of the common property owned by the Association to abate or remove any thing or condition which violated the specified Covenants, Bylaws, or rules and regulations pertinent to the self-help remedy including towing of vehicles. Provided however, that the Owner or Occupant is given at least two (2) days prior written notice, after all due process, requesting that the violation be removed or abated and the property restored to substantially the same condition prior to the original notice of the violation.

The Association may elect to enforce any provision of the Covenant, Bylaws, and rules and regulations by suit at law or in equity to enjoin any violation or to recover monetary damages or both.

In any enforcement action taken by the Association, to the maximum extent permissible, all costs incurred by the Association in abating a violation or otherwise taking action to enforce the Covenants, Bylaws, or rules and regulations, including reasonable attorney's fees actually incurred, may be assessed against the violating Owner or Occupant.

The failure of the Association to enforce any provision of the Covenants, Bylaws, or rules and regulations shall not be deemed a waiver of the right of the Association to do so in the future.

No right of action shall exist against the Association for failure of enforcement where:

- The Board determines that the Association's position is not strong enough to justify taking enforcement action.
- A particular violation is not of such a material nature as to be objectionable to a reasonable person or to justify the expense and resources to pursue.
- The owner or party asserting a failure of enforcement possesses an independent right to bring an enforcement action at law or in equity and has failed to do so.

Adopted this 3<sup>rd</sup>. day of August, 2007

Signed, sealed and delivered  
In the presence of:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

By: \_\_\_\_\_

Print Name: \_\_Chad Clark\_\_\_\_\_

Title: \_Secretary SFHOA\_\_\_\_\_