

**COPY**

COVENANTS AND RESTRICTIONS  
FOR A SUBDIVISION TO BE KNOWN AS  
"PLANTERS RIDGE SUBDIVISION"  
SECTION TWO

WHEREAS, the undersigned is the owner of certain real property lying and being in Land Lot 150 of the 5th Land District of Troup County, Georgia, which said property has been developed as a subdivision known as "Planters Ridge, Section Two," said subdivision being shown on a plat of survey recorded in Plat Book 20C, Page 208 in the Office of the Clerk of the Superior Court of Troup County, Georgia, and

WHEREAS, the undersigned for the protection of itself and all future owners of lots in said subdivision is desirous of placing certain restrictions on the use and development of the lots in said subdivision.

NOW THEREFORE, the following covenants and restrictions are hereby adopted for Planters Ridge Subdivision, Section Two, said covenants and restrictions to run with the land and to be binding upon the owners of all lots in said subdivision except and unless as hereinafter provided:

- (a) All lots in said subdivision shall be known, described and used as single family residential lots only.
- (b) No building previously used elsewhere may be moved upon any lot in said subdivision to be used as a dwelling house. No house trailer, trailer, modular home, mobile home or temporary structure may be used or placed upon any lot to be used as a residence. This shall include any structure of a temporary character whatsoever, and no mobile home, modular home, tent, shack, garage, barn or other building shall be used on any lot at any time as a residence or erected either temporarily or permanently.
- (c) No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling, not to exceed two and one-half stories in height in front elevation, and three stories on rear elevation, including basements.
- (d) The lay-out of the lots as shown on the plat recorded in Plat Book 20 C, Page 208 in the Office of the Clerk of the Superior Court of Troup County, Georgia, shall be adhered to, and no scheme of facing lots in any other direction than that shown on said plat, shall be permitted. No dividing, subdividing or any other change from said plat shall be permitted.
- (e) An architectural control committee composed of Charles L. Knight, Isabelle T. Knight, Zachary P. Knight, or a person or persons appointed by them is hereby appointed for the purpose of approving all building plans and specifications of lot purchasers in said subdivision prior to said purchaser being allowed to build on said lot. In the event of death or resignation of any committee member, the remaining member(s) shall have the authority to designate a successor member. No compensation will be required by said committee for these services. No building, wall, swimming pool, sport court, or any other improvement or structure shall be erected, placed or suffered to remain upon any lot in this subdivision unless and until the owner of said lot shall submit to the Architectural Control Committee two sets of complete, final detailed construction plans and specifications showing the nature, kind, shape, height, location, materials, basic exterior finishes and colors, floor plans, front, side and rear elevations, or all improvements and structures, including contractor or company proposed to do the work and shall have received written approval thereof from the Architectural Control Committee. It's the intent of this covenant that all work on the property shall be done in a professional and workmanlike manner to insure that all land owners within the subdivision will benefit therefrom by virtue of creating a high standard of construction. The one copy of said plans and specifications shall be filed permanently with the Architectural Control Committee and one copy returned with comments to applicant.
- (f) No building shall be located on any residential building lot nearer than 50 feet to the front lines; nor nearer than 20 feet to any adjacent line of an adjoining owner.

(g) No noxious or offensive trade or activity shall be carried on upon any lot or within the subdivision, nor shall anything be done thereon which may be, or become an annoyance or nuisance to the neighborhood. The use of motorized all-terrain vehicles or go-carts within the subdivision is expressly prohibited.

(h) No residence shall be erected on any lot in said subdivision and shown on said plat, with a floor space of less than 1700 square feet exclusive of porches, utility and storage rooms and garages. Only one residence shall be built on any one of said lots, but any person may use a lot and an adjacent lot, or a part thereof, for placing a residence thereon. Two story houses must have at least 1800 square feet with at least 900 square feet on the first floor.

(i) The Committee's approval or disapproval of plans and specifications as required in these covenants shall be in writing. In the event the committee or its designated successors fail to approve or disapprove any plans and specifications within 30 days after plans and specifications have been submitted to them, it shall be presumed that said plans have been approved and the lot purchaser may proceed to build. Any substantial changes in any proposed construction, or any additions thereto, which might be desired by a lot owner after initial approval by the committee must be resubmitted to the committee for its approval or rejection in accordance with the procedure hereinabove set forth prior to the construction in regard to any such proposed changes or addition.

(j) All driveways shall be a minimum of ten (10) feet in width and shall be paved the entire width and length of the driveway. The driveway shall be made of asphalt, concrete or other acceptable hard surface paving. Gravel driveways of any substance are prohibited.

(k) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that dogs or cats or other household pets may be kept provided that they are not kept, bred, raised or maintained for any commercial purpose.

(l) Trash, garbage, rubbish or other waste shall not be kept on any lot in said subdivision except in sanitary containers. All equipment for the disposal of such material shall be kept in a clean, sanitary condition, and shall be kept to the rear of the house.

(m) No individual sewage 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 Group County Health Department.

(n) The owners of lots in the subdivision shall keep lots mowed and in presentable condition. In the event an owner fails to comply with this restriction, the Architectural Control Committee may, after ten (10) days' written notice by registered mail to the owner's last known address, cause the lot to be mowed and/or put in a presentable condition. Boats, trailers, and other items which would deface the property shall be parked or placed at the side or rear of the house. All gas tanks, fuel tanks, or containing tanks of any sort shall be placed underground or screened from view from any street or adjacent lot. All heat pumps or other heating or cooling devices shall be placed to the rear or side of the house and attractively hidden from view. No plumbing or heating vents shall protrude from the front side of any roof. Television antennas and satellite dishes will be placed to the rear or side of the house. No window air-conditioning units shall be installed on the front of any house or facing any street.

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

(p) House numbers and names on, design of and color of mailboxes or otherwise shall be consistent and in keeping with the decorum of the neighborhood and shall be professionally lettered or stenciled; the Architectural Control Committee reserves the right to require: (i) removal of any mailbox, post, or lettering or numbering or design and/ or coloring if, in the discretion of the Architectural Control Committee, such lettering or numbering or design and/ or coloring detracts from the decorum of the subdivision, and/ or (ii) the use of a specific, uniform

type of mailbox and post throughout the subdivision. Mailboxes constructed of wheels, welded chains, plows or similar apparatus are specifically prohibited.

(q) Prior to the construction of any fence or wall, the plans including material to be used in construction and type of fence or wall and the location of the fence or wall on the lot must be submitted in writing to the Architectural Control Committee for approval and may not be constructed until the Architectural Control Committee gives written approval to the lot owner. Fences or walls erected in the rear or side yards shall not be higher than eight (8) feet. No fences or walls shall be placed nearer the front or side street than the building set back line. The intent of this provision is to insure that fence structures do not detract from the decorum of the subdivision.

(r) No lines, poles or other structures for the purpose of drying or hanging clothes shall be erected, placed or permitted to remain outside any dwelling which may be visible from any street.

(s) The pursuit of hobbies or other activities, including but not limited to, the assembly and disassembly of motor vehicles or other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions shall not be pursued or undertaken on any lot in said subdivision. All motor vehicles belonging to or used by anyone occupying the premises shall be maintained in proper operating condition so as not to be a hazard or nuisance by noise, exhaust emissions or appearance. The overnight parking of recreational vehicles shall be in garages or behind screened enclosures and "on street" regular parking of motor vehicles, boats, campers, trailers or motorcycles is prohibited.

(t) During the construction of any structure, swimming pool or sport court upon any lot, the owner of said lot shall keep his lot in a reasonable neat and clean condition. All waste materials shall be removed from said lot and the subdivision in a prompt and efficient manner. All lots and the exterior of all improvements shall be maintained in a neat and attractive condition by and at the expense of the owner. The maintenance required hereby shall include, but not be limited to, painting, staining, repairing, replacing and caring for roofs, gutters, downspouts, building surfaces, trees, shrubs, grass, walks and other exterior improvements.

(u) Anything contained herein to the contrary notwithstanding, the undersigned or Troup County may at anytime raise or lower the street surfaces to conform with the grades established by the county engineer and such action on the part of the undersigned or the county shall in no way be considered as a claim against the undersigned or the county, for damages to abutting property. The Declarants assume no responsibility for erosion or overflow of natural drains beyond the extent of the street right-of-way or for the extension of culverts beyond those points shown on the subdivision plat.

(v) No metal utility buildings or metal storage sheds shall be allowed within the subdivision. Utility buildings or greenhouses may be erected only contemporaneously with or after the construction of a residence on any lot, and then may be erected on the rear half of the lot on which erected; but in any case only after an application is submitted to the Architectural Control Committee designating the location and design of said building on the lot, and the plans of said building, and only after written approval of the Architectural Control Committee shall such be constructed. The exterior materials of accessory buildings shall be in keeping with the house.

(w) Occupancy. No house shall be occupied until it is completely finished on the exterior in accordance with the plans approved by the Architectural Control Committee.

(x) Each owner of a lot in Planters Ridge Subdivision, Section Two shall be member of the Planters Ridge Property Owners Association. The Property Owners Association shall have the right and responsibility to provide, administer and maintain such amenities, improvements, and services as may be desired by the membership and to impose assessments for such purposes. Ownership of a lot in the subdivision shall entitle the owner thereof to one vote (but no more than one vote per lot owned, without regard to the number of persons having an ownership interest in a lot) in the affairs of the Planters Ridge Subdivision Property Owners Association. The Planters Ridge Subdivision Property Owners Association may, by a majority vote, establish its articles of incorporation articles of association, charter, or other governing document, by-laws and such

rules and regulations as it may desire for the organization and performance of its responsibilities and rights; provided however, that such organizational documents, by-laws, and/ or rules and regulations may be amended at any time by a majority vote of the membership thereof. The mailing address of the Association shall be provided to each lot owner, and each lot owner shall provide the Association with a mailing address for the notices required hereunder, so that in accordance with such governing instruments, by-laws and rules, or regulations of the Association, such notices may be properly delivered and received.

(y) Interpretation of Restrictions. (a) The developer reserves the right ( but not the obligation) to grant waivers for minor deviations and infractions of the provisions of these covenants and restrictions; provided however that this right may not be exercised in any manner whatsoever that would materially and adversely affect the character of the subdivision or adversely affect the enforceability of the provisions of these covenants and restrictions. The granting of any waiver may be given or withheld in the developer's sole discretion, and a prior grant of a similar waiver shall not impose upon the developer the duty to grant new or additional requests for such waivers for the same or different lots, structures, signs or other matters. Matters of interpretation regarding the enforcement and meaning of the provisions of these covenants and restrictions are retained exclusively by and for the Architectural Control Committee, in the interest of maintaining and enhancing the appearance and integrity of the subdivision. (b) These covenants arc to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from date of these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part. (c) Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. (d) Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

(z) These restrictions may be altered, amended or modified by vote of the owners of two-thirds or more of all the lots in "Planters Ridge, Section Two". One vote per lot is allotted to the owners of lots in said subdivision for purposes of this provision.

(aa) Any person or persons owning any real property situated in said subdivision, as well as the undersigned shall have the right to and may prosecute any and all proceedings at law or in equity, or both, against any person or persons who may have violate or attempt to violate any one or more of these covenants and restrictions, either to prevent them from doing so or to recover damages, or both, or to obtain such other relief as may be obtainable at law or in equity.

(bb) Invalidation of any one or more of these covenants and restrictions by law or by judgment of any Court shall in no wise affect any of the other covenants and restrictions, which shall remain in full force and effect.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

Witnessed By:

\_\_\_\_\_  
Charles L. Knight  
Owner

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public  
TF.DOC2.COV&RES2.DOC.04/02/01

11843

RETURN TO:  
 KEY & GORDY, P.C.  
 P.O. BOX 2210  
 LAGRANGE, GA 30241  
 (706) 884-6601

PK 1367PG0612

COVENANTS AND RESTRICTIONS  
 FOR A SUBDIVISION TO BE KNOWN AS  
 "PLANTERS RIDGE SUBDIVISION"  
 SECTION FOUR

CLERK OF SUPERIOR COURT  
 2006 OCT 18 AM 10:27  
 CLERK OF SUPERIOR COURT

WHEREAS, the undersigned is the owner of certain real property lying and being in Land Lot 150 of the 5th Land District of Troup County, Georgia, which said property has been developed as a subdivision known as "Planters Ridge, Section Four," said subdivision being shown on a print of survey recorded in Plat Book 20-D, Page 193 in the Office of the Clerk of the Superior Court of Troup County, Georgia, and

WHEREAS, the undersigned for the protection of itself and all future owners of lots in said subdivision is desirous of placing certain restrictions on the use and development of the lots in said subdivision.

NOW THEREFORE, the following covenants and restrictions are hereby adopted for Planters Ridge Subdivision, Section Four, said covenants and restrictions to run with the land and to be binding upon the owners of all lots, except Lot 32, in said subdivision except and unless as hereinafter provided:

- (a) All lots in said subdivision shall be known, described and used as single family residential lots only.
- (b) No building previously used elsewhere may be moved upon any lot in said subdivision to be used as a dwelling house. No house trailer, trailer, modular home, mobile home or temporary structure may be used or placed upon any lot to be used as a residence. This shall include any structure of a temporary character whatsoever, and no mobile home, modular home, tent, shack, garage, barn or other building shall be used on any lot at any time as a residence or erected either temporarily or permanently.
- (c) No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling, not to exceed two and one-half stories in height in front elevation, and three stories on rear elevation, including basements.
- (d) The lay-out of the lots as shown on the plat recorded in Plat Book 20-D, Page 193 in the Office of the Clerk of the Superior Court of Troup County, Georgia, shall be adhered to, and no scheme of facing lots in any other direction than that shown on said plat, shall be permitted. No dividing, subdividing or any other change from said plat shall be permitted.
- (e) An architectural control committee composed of Charles L. Knight, Isabelle T. Knight, Zachary P. Knight, or a person or persons appointed by them is hereby appointed for the purpose of approving all building plans and specifications of lot purchasers in said subdivision prior to said purchaser being allowed to build on said lot. In the event of death or resignation of any committee member, the remaining member(s) shall have the authority to designate a successor member. No compensation will be required by said committee for these services. No building, wall, swimming pool, sport court, or any other improvement or structure shall be erected, placed or suffered to remain upon any lot in this subdivision unless and until the owner of said lot shall submit to the Architectural Control Committee two sets of complete, final detailed construction plans and specifications showing the nature, kind, shape, height, location, materials, basic exterior finishes and colors, floor plans, front, side and rear elevations, or all improvements and structures, including contractor or company proposed to do the work and shall have received written approval thereof from the Architectural Control Committee. It's the intent of this covenant that all work on the property shall be done in a professional and workmanlike manner to insure that all land owners within the subdivision will benefit therefrom by virtue of creating a high standard of construction. The one copy of said plans and specifications shall be filed permanently with the Architectural Control Committee and one copy returned with comments to applicant.
- (f) No building shall be located on any residential building lot nearer than 50 feet to the front lines; nor nearer than 20 feet to any adjacent line of an adjoining owner, except as approved by Troup County.

(g) No noxious or offensive trade or activity shall be carried on upon any lot or within the subdivision, nor shall anything be done thereon which may be, or become an annoyance or nuisance to the neighborhood. The use of motorized all-terrain vehicles or go-carts within the subdivision is expressly prohibited

(h) No residence shall be erected on any lot in said subdivision and shown on said plat, with a floor space of less than 1700 square feet exclusive of porches, utility and storage rooms and garages. Only one residence shall be built on any one of said lots, but any person may use a lot and an adjacent lot, or a part thereof, for placing a residence thereon. Two story houses must have at least 1800 square feet with at least 900 square feet on the first floor.

(i) The Committee's approval or disapproval of plans and specifications as required in these covenants shall be in writing. In the event the committee or its designated successors fail to approve or disapprove any plans and specifications within 30 days after plans and specifications have been submitted to them, it shall be presumed that said plans have been approved and the lot purchaser may proceed to build. Any substantial changes in any proposed construction, or any additions thereto, which might be desired by a lot owner after initial approval by the committee must be resubmitted to the committee for its approval or rejection in accordance with the procedure hereinabove set forth prior to the construction in regard to any such proposed changes or addition.

(j) All driveways shall be a minimum of ten (10) feet in width and shall be paved the entire width and length of the driveway. The driveway shall be made of asphalt, concrete or other acceptable hard surface paving. Gravel driveways of any substance are prohibited.

(k) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that dogs or cats or other household pets may be kept provided that they are not kept, bred, raised or maintained for any commercial purpose.

(l) Trash, garbage, rubbish or other waste shall not be kept on any lot in said subdivision except in sanitary containers. All equipment for the disposal of such material shall be kept in a clean, sanitary condition, and shall be kept to the rear of the house.

(m) No individual sewage 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 Troup County Health Department.

(n) The owners of lots in the subdivision shall keep lots mowed and in presentable condition. In the event an owner fails to comply with this restriction, the Architectural Control Committee may, after ten (10) days' written notice by registered mail to the owner's last known address, cause the lot to be mowed and/or put in a presentable condition. Boats, trailers, and other items which would deface the property shall be parked or placed at the side or rear of the house. All gas tanks, fuel tanks, or containing tanks of any sort shall be placed underground or screened from view from any street or adjacent lot. All heat pumps or other heating or cooling devices shall be placed to the rear or side of the house and attractively hidden from view. No plumbing or heating vents shall protrude from the front side of any roof. Television antennas and satellite dishes will be placed to the rear or side of the house. No window air-conditioning units shall be installed on the front of any house or facing any street.

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

(p) House numbers and names on, design of and color of mailboxes or otherwise shall be consistent and in keeping with the decorum of the neighborhood and shall be professionally lettered or stenciled; the Architectural Control Committee reserves the right to require: (i) removal of any mailbox, post, or lettering or numbering or design and, or coloring if, in the discretion of the Architectural Control Committee, such lettering or numbering or design and, or coloring detracts from the decorum of the subdivision, and, or (ii) the use of a specific, uniform

PG 1367PG0613

1367PG0614

type of mailbox and post throughout the subdivision. Mailboxes constructed of wheels, welded chains, plows or similar apparatus are specifically prohibited.

(q) Prior to the construction of any fence or wall, the plans including material to be used in construction and type of fence or wall and the location of the fence or wall on the lot must be submitted in writing to the Architectural Control Committee for approval and may not be constructed until the Architectural Control Committee gives written approval to the lot owner. Fences or walls erected in the rear or side yards shall not be higher than eight (8) feet. No fences or walls shall be placed nearer the front or side street than the building set back line. The intent of this provision is to insure that fence structures do not detract from the decorum of the subdivision.

(r) No lines, poles or other structures for the purpose of drying or hanging clothes shall be erected, placed or permitted to remain outside any dwelling which may be visible from any street.

(s) The pursuit of hobbies or other activities, including but not limited to, the assembly and disassembly of motor vehicles or other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions shall not be pursued or undertaken on any lot in said subdivision. All motor vehicles belonging to or used by anyone occupying the premises shall be maintained in proper operating condition so as not to be a hazard or nuisance by noise, exhaust emissions or appearance. The overnight parking of recreational vehicles shall be in garages or behind screened enclosures and "on street" regular parking of motor vehicles, boats, campers, trailers or motorcycles is prohibited.

(t) During the construction of any structure, swimming pool or sport court upon any lot, the owner of said lot shall keep his lot in a reasonably neat and clean condition. All waste materials shall be removed from said lot and the subdivision in a prompt and efficient manner. All lots and the exterior of all improvements shall be maintained in a neat and attractive condition by and at the expense of the owner. The maintenance required hereby shall include, but not be limited to, painting, staining, repairing, replacing and caring for roofs, gutters, downspouts, building surfaces, trees, shrubs, grass, walks and other exterior improvements.

(u) Anything contained herein to the contrary notwithstanding, the undersigned or Troup County may at anytime raise or lower the street surfaces to conform with the grades established by the county engineer and such action on the part of the undersigned or the county shall in no way be considered as a claim against the undersigned or the county, for damages to abutting property. The Declarants assume no responsibility for erosion or overflow of natural drains beyond the extent of the street right-of-way or for the extension of culverts beyond those points shown on the subdivision plat.

(v) No metal utility buildings or metal storage sheds shall be allowed within the subdivision. Utility buildings or greenhouses may be erected only contemporaneously with or after the construction of a residence on any lot, and then may be erected on the rear half of the lot on which erected; but in any case only after an application is submitted to the Architectural Control Committee designating the location and design of said building on the lot, and the plans of said building, and only after written approval of the Architectural Control Committee shall such be constructed. The exterior materials of accessory buildings shall be in keeping with the house.

(w) Occupancy. No house shall be occupied until it is completely finished on the exterior in accordance with the plans approved by the Architectural Control Committee.

(x) Each owner of a lot in Planters Ridge Subdivision, Section Four shall be a member of the Planters Ridge Property Owners Association. The Property Owners Association shall have the right and responsibility to provide, administer and maintain such amenities, improvements, and services as may be desired by the membership and to impose assessments for such purposes. Ownership of a lot in the subdivision shall entitle the owner thereof to one vote (but no more than one vote per lot owned, without regard to the number of persons having an ownership interest in a lot) in the affairs of the Planters Ridge Subdivision Property Owners Association. The Planters Ridge Subdivision Property Owners Association may, by a majority vote, establish its articles of incorporation, articles of association, charter, or other governing document, by-laws and such rules and regulations as it may desire for the organization and

performance of its responsibilities and rights; provided however, that such organizational documents, by-laws, and, or rules and regulations may be amended at any time by a majority vote of the membership thereof. The mailing address of the Association shall be provided to each lot owner, and each lot owner shall provide the Association with a mailing address for the notices required hereunder, so that in accordance with such governing instruments, by-laws and rules, or regulations of the Association, such notices may be properly delivered and received.

(y) Interpretation of Restrictions. (a) The developer reserves the right (but not the obligation) to grant waivers for minor deviations and infractions of the provisions of these covenants and restrictions; provided however that this right may not be exercised in any manner whatsoever that would materially and adversely affect the character of the subdivision or adversely affect the enforceability of the provisions of these covenants and restrictions. The granting of any waiver may be given or withheld in the developer's sole discretion, and a prior grant of a similar waiver shall not impose upon the developer the duty to grant new or additional requests for such waivers for the same or different lots, structures, signs or other matters. Matters of interpretation regarding the enforcement and meaning of the provisions of these covenants and restrictions are retained exclusively by and for the Architectural Control Committee, in the interest of maintaining and enhancing the appearance and integrity of the subdivision. (b) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from date of these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part. (c) Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. (d) Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

(z) These restrictions may be altered, amended or modified by vote of the owners of two-thirds or more of all the lots in "Planters Ridge, Section Four". One vote per lot is allotted to the owners of lots in said subdivision for purposes of this provision.

(aa) Any person or persons owning any real property situated in said subdivision, as well as the undersigned shall have the right to and may prosecute any and all proceedings at law or in equity, or both, against any person or persons who may have violate or attempt to violate any one or more of these covenants and restrictions, either to prevent them from doing so or to recover damages, or both, or to obtain such other relief as may be obtainable at law or in equity.

(bb) Invalidation of any one or more of these covenants and restrictions by law or by judgment of any Court shall in no wise affect any of the other covenants and restrictions, which shall remain in full force and effect.

Approved this 13<sup>th</sup> day of October, 2006.

*Charles L. Knight*  
Charles L. Knight

Witnessed By:

*[Signature]*  
Unofficial Notary Seal  
NOTARY PUBLIC  
STATE OF GEORGIA  
Notary Public  
JULY 22, 2010  
F:\data\field\...&rcs.sec4.wpd

1367PG0615



Thornton & Graham, P.C.  
200 Church Street  
LaGrange, GA 30240  
706-884-2727

Deed Doc AGRE  
Recorded 03/30/2017 10:25AM  
Georgia Intangible Tax Paid \$0.00  
JACKIE TAYLOR  
Clerk Superior Court, TROUP County, Ga.  
Bk 01873 Fb 0396-0399

~~AFTER RECORDING RETURN TO:  
Daniel, Hadden & Alford, P. C.  
P. O. Box 2249  
LaGrange, GA 30240~~

STATE OF GEORGIA  
COUNTY OF TROUP

RE: Covenants and Restrictions recorded in Deed Book 1367, Page 612 Troup County, Georgia records, as amended by "First Amendment and Variance to Covenants and Restrictions" recorded in Deed Book 1526, Page 676, Troup County, Georgia records (collectively the "Covenants").

SECOND AMENDMENT AND VARIANCE TO COVENANTS AND RESTRICTIONS FOR PLANTERS RIDGE SUBDIVISION SECTION FOUR

This Second Amendment and Variance to Covenants and Restrictions for Planters Ridge Subdivision, Section Four (this "Amendment") is made to the above referenced Covenants, as of the "Effective Date" (as defined below).

WHEREAS, Knight & Knight, LLC ("Knight & Knight") owns certain lots in Planters Ridge Subdivision, Section Four, as such subdivision is shown on that certain plat of survey recorded in Plat Book 20D, Page 193, Troup County, Georgia records ("Planter's Ridge Section Four"); and

WHEREAS, the other undersigned parties also own one or more lots in Planter's Ridge Section Four; and

WHEREAS, Knight & Knight wishes to sell the property which is shown on the plat of survey at Plat Book 20D, Page 193 as lots 36, 37, 38, 39 and 40 of Section Four (the "Applicable Lots") to a prospective buyer (the "Buyer") and the Buyer (for himself or herself and his or her successors in title) desires to purchase the Applicable Lots for the Permitted Use (as described below); and

WHEREAS, certain provisions of the Covenants would, in the absence of this Amendment, possibly prohibit or impair the Permitted Use from being carried out; and

WHEREAS, Knight & Knight and each of the other undersigned wish to enter into this

Ek 01873 Pg 0397

Amendment in order to insure that the Buyer and his or her successors in title will be able to use the Applicable Lots for the Permitted Use without any violation or breach of the Covenants; and

WHEREAS, paragraph (z) of the Covenants allows the Covenants to be amended by the vote of the owners of two thirds (2/3) or more of the lots in Planter's Ridge Section Four and Knight & Knight and the other undersigned comprise the owners of two thirds (2/3) or more of such lots;

NOW THEREFORE, in consideration of the premises, the receipt of \$1 in hand paid, the benefits which will inure to or are anticipated to inure to the undersigned, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the parties agree as follows:

1. The undersigned, by this Amendment, amend and waive the Covenants in accordance with the following provisions.

2. Notwithstanding anything to the contrary in the Covenants:

(a) The Applicable Lots (that is, Lot 36, Lot 37, Lot 38, Lot 39 and Lot 40 of Planter's Ridge Section Four) and any one or more of them may be used by the Buyer, and the Buyer's successors in title, for the development, construction, maintenance and use of a private drive for unrestricted vehicular and pedestrian ingress and egress between (i) Fieldstone Terrace, on the one hand, and (ii) all or any part of the real property now owned by James F. Bruce, Jr. and/or Deborah Elliott Bruce (collectively "Bruce") which adjoins Lot 38 (and any other property of Bruce which is contiguous to the property now owned by Bruce which adjoins Lot 38), on the other hand (the "Permitted Use").

(b) From and after the effective date of this Amendment: (i) the amendments made by this Amendment may not be reversed, rescinded or otherwise further amended or changed in any manner so as to prohibit or impair the Permitted Use; nor may the Covenants be further modified, amended or changed as to the Applicable Lots without the written consent of all of the owners of the Applicable Lots at any pertinent time.

3. This Amendment is intended to amend and waive, as to the Applicable Lots, any and all provisions of the Covenants which might, in the absence of this Amendment, prohibit the Buyer or Buyer's successors in title from using the Applicable Lots for the Permitted Use; further, this Amendment is intended to permit the Permitted Use on the Applicable Lots subject only the approval by the Architectural Control Committee for Planter's Ridge Section Four (which approval shall not be unreasonably withheld) of the landscaping details, materials and exact location of the proposed drive on the Applicable Lots, and this Amendment shall be so construed.

4. For avoidance of doubt: (i) nothing contained herein shall require the Buyer or its successors in title to use the Applicable Lots for the Permitted Use, and any one or more of the Applicable Lots may also be used as single family residential lots as permitted by the Covenants; and (ii) nothing contained herein shall relieve the Buyer or his or her successors in title from payment of any lawfully imposed property owners association dues.

Ek 01873 Pg 0398

5. Except as specifically set forth herein, the Covenants shall not be affected hereby and shall remain in full force and effect. If any provision of this Amendment is determined by any court of law or equity having jurisdiction thereof to be illegal, unreasonable or unenforceable, in whole or in part, the parties affirmatively request that said court reform the provision so as to be legal, reasonable and enforceable and that said court enforce the provision as reformed.

6. The effective date of this Amendment (the "Effective Date") shall be the date of execution by the last undersigned party to sign this Amendment (as such date is set forth below).

IN WITNESS WHEREOF, each of the undersigned has executed this Amendment as of the dates set forth below.



NAME OF LOT OWNER(S)

KNIGHT & KNIGHT, LLC

By: [Signature] (SEAL)  
Charles L. Knight  
Authorized Member or Manager

Lots Owned: 32, 33, 36, 37, 38,  
39, 40, 41, 42, 49, 50

Date of Execution: March 16, 2017

[Signature]  
Unofficial Witness

[Signature]  
Notary Public

[Signature] (SEAL)

[Signature] (SEAL)

Lot(s) Owned: 44

Date of Execution: March 18, 2017

[Signature]  
Unofficial Witness

[Signature]  
Notary Public



[Signature] (SEAL)

[Signature] (SEAL) 3-22-17

Lot(s) Owned: 45

Date of Execution: 3-18-2017, 2017

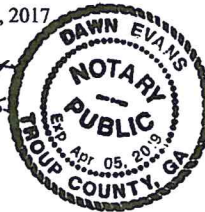
[Signature]  
Unofficial Witness

[Signature]  
Notary Public



[Signature]  
OFFICIAL WITNESS

[Signature]  
Notary Public



3

Bk 01873 Pg 0399

*[Signature]*  
Unofficial Witness



*Christine C. Calton* (SEAL)

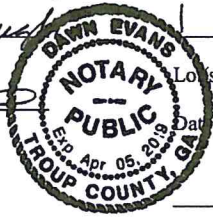
*[Signature]* (SEAL)

Lot(s) Owned: 43

Date of Execution: 3-18-, 2017

*[Signature]*  
Notary Public

*[Signature]*  
Unofficial Witness



*Donna G Cherry* (SEAL)

*[Signature]* (SEAL)

Lot(s) Owned: 46

Date of Execution: 3-22-, 2017

*[Signature]*  
Notary Public

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

Lot(s) Owned: \_\_\_\_\_

Date of Execution: \_\_\_\_\_, 2017

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

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

Lot(s) Owned: \_\_\_\_\_

Date of Execution: \_\_\_\_\_, 2017

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

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

Lot(s) Owned: \_\_\_\_\_

Date of Execution: \_\_\_\_\_, 2017

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