

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CARLAN FARM ESTATES

This Declaration, made on the date hereinafter set forth by CARLAN FARMS, LLC, hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the Owner of all that tract or parcel of land lying and being in Land Lot 37 and 72 of the 13th District, 2nd Section of Pickens County, Georgia, and known as "Carlan Farms Estates" and shown on a plat for "Carlan Farms, LLC", recorded in Plat Book 02024, Page 00243, Pickens County Deed records, which plat is incorporated herein by reference for a more complete description of this property; and

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following restrictions and covenants and conditions which are for the purpose of protecting the value and desirability of and which run with the real property and are binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE I
DEFINITIONS**

Section 1. "Owner" shall mean and refer to the record owner, whether one or more persons or entitles, of a fee simple title to any Lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described on Carlan Farms, LLC by reason of the plat referred to herein.

Section 3. "Lot" shall mean and refer to any plot of land or lot shown upon the recorded subdivision map of the Properties at Plat Book: 02024, Page 00243, Pickens County Deed Records.

Section 4. "Declarant"/ "Developer" shall mean and refer to Carlan Farms, LLC and its successors and assigns upon the specific assignment of Declarant's right and privileges provided by this Declaration and provided such successor or assign acquire an undeveloped lot from Declarant for the purpose of development.

Section 5. "Restrictions" shall mean all covenants, restrictions, easements, charges, liens and other obligations created or imposed by this declaration and any easements, restrictions, et.al., included on the plat of Carlan Farms, LLC

ARTICLE II GENERAL COVENANTS AND RESTRICTIONS

Section 1. No Lot shall be split, divided or subdivided for sale, resale, gift, transfer or otherwise.

Section 2. No mobile homes or pre-manufactured housing is acceptable. No residence in whole or in part, may be constructed off-site and relocated to a Lot. This includes any pre-existing structure being relocated from another site to a Lot in Carlan Farm Estates. Only on site, stick built houses will be allowed. This is not meant to prevent the use of pre-manufactured wall components or trusses from being used in the on-site construction of a home. Preassembled play structures, storage sheds and tree houses are allowed.

Section 3. No junk, parts or parts-vehicles shall be placed or located on any Lot in the Subdivision, unless they are located inside of a structure. Any vehicle without registration and tag, or an inoperable vehicle, shall be deemed a junk vehicle.

Section 4. No animals, livestock, insects or poultry shall be kept or maintained on any Lot for any breeding or commercial purpose. All household pets shall be maintained in such a manner that their behavior, including but not limited to noise or odor, are not offensive to reasonable standards; including, but not limited to, the specific requirement that all household pets shall, at all times, be confined to the Lot of the Owner, except when on a leash. No roosters may be kept or maintained on any lot.

Section 5. No sign or other advertising devise of any nature shall be placed upon any Lot except as provided herein, other than a standard "For Sale" or "For Lease" sign placed upon any Lot which is in fact for sale or for rent. Declarant may place such sale signs as it deems appropriate in its discretion to advertise the sale of lots and new homes.

Section 6. No temporary house, trailer, garage, shack or tent shall be erected on any of the Lot; and no such Lot, nor the house situated thereon, may be used for school kindergartens, or business of any nature; provided, however, that nothing contained herein shall prevent children living at such address from receiving home schooling in accordance with the provisions of Georgia Law. All Lots shall be used for single family residence purposes only. Provided further that home businesses are permitted if they are approved by Pickens County's zoning and regulations ordinances and providing that there are no signs placed on the property advertising such business, and no customers or clientele are coming to the property to conduct any business.

Section 7. All driveways shall be made of concrete or asphalt except for Lot 3 which shall be concrete or asphalt for the first 30 feet and Lot 1 shall be concrete for at least the first 50 feet.

Section 8. Commercial vehicles, of all types and kinds, with more than two axles, are prohibited from being located or parked within Carlan Farm Estates for a period of time exceeding twenty-four (24) hours on a regular basis (which parking said vehicle types for more than one night during any given week would be deemed a regular basis, violating the Covenants), except during the construction period of a residential dwelling, remodeling, or routine deliveries. This specifically includes but is not limited to all types of commercial vans, trucks one ton and over, having more than two axles, bearing commercial insignias.

Section 9. Any fences shall be 4 board fences along the front of the lot, and for the first 50 feet along each side of the lot, and any fence along Thompson Lane shall be 4 board fencing. All 4 board fences shall be painted black. The required paint is the black acrylic lacquer fence paint, sold and provided by Tractor supply. No chain link fence shall be used on any lot

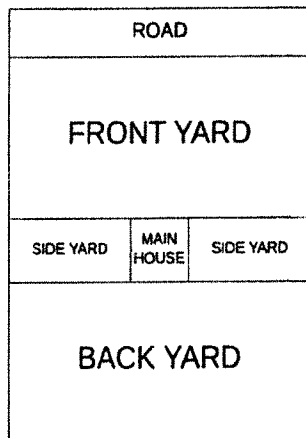
and no barbed wire fence on any lot except that the West boundary of Lot 1 and Lot 3 may be barbed wire fencing.

Section 10. No obnoxious, offensive, or illegal activities shall be carried on or upon any Lot, nor shall anything be done on any Lot which may be or may become an annoyance or nuisance to the neighborhood.

Section 11. The yards, shrubs, fencing and natural areas of each yard shall be maintained on a regular basis in keeping with a quality subdivision and aesthetic values of the Community.

Section 12. Minimum house constructed on any lot shall not be less than 2250 square feet excluding garages and basements.

Section 13. No accessory structure (shed, storage building or building of any kind) shall be placed or located in the front yard of a lot. The yard is the portion of the lot that is between Jerusalem Church Road and a line parallel to Jerusalem Church Road that runs from the back corner of the house to the side lot lines. The same provision applies to any house built on the lots that front or face Thompson Lane.



ARTICLE III GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, or any Owner, shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. All costs of enforcement including reasonable attorney's fees shall be paid by the offending Owner.

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date that this Declaration is recorded after which time they may be extended as provided by Georgia law. The Lot Owners may amend this Declaration by an instrument signed by all the Lot Owners provided that any amendment by the Lot Owners must be approved by Declarant during the time that Declarant owns any lot in the subdivision. Any amendments to the Covenants must be recorded on the Deed Records of Pickens County. The covenants and restrictions shall automatically be renewed for twenty (20) years and thereafter ever twenty (20) years unless terminated as provided for in

these covenants. In order to terminate any portion of these covenants at least 80% of Owners shall execute a document, with an appropriate legal description, to amend, modify or terminate these covenants, except as to the right of Declarant to amend the covenants as provided herein. This provision is pursuant to O.C.G.A § 44-5-60.

Section 4. Amendments by Declarant. During any period in which Declarant owns any property within the Subdivision, Declarant may amend this Declaration by an instrument in writing filed and recorded in the records of the office of the Clerk of Superior Court of Pickens County without the approval of any Lot owner or mortgage.

(a) The amendments may be made but cannot be more restrictive than existing covenants.

ARTICLE IV

WAIVER

NO WAIVER: The failure of the Declarant, the association or the owner of any lot, his or its respective legal representatives, heirs, successors and assigns, to enforce any restrictions herein contained, shall in no event be a waiver of a violation or a breach of the covenants or as to any violation or breach occurring subsequent thereto.

IN WITNESS WHEREOF, the undersigned has hereto set its hand and seal, to the within and foregoing Declaration of Covenants, Conditions and Restrictions this _____ day of _____, 2025.

CARLAN FARMS, LLC

BY: _____ (SEAL)
H. MICHAEL BRAY
MANAGING MEMBER

WITNESS

NOTARY PUBLIC

My Commission Expires: _____