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David C. Jones  
Trotter Jones, LLP  
3527 Walton Way Extension  
Augusta, Georgia 30909

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2008 OCT -2 AM 11:27  
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Georgia Appointments  
4970 Topaz Ct  
Augusta GA 30804



Recorded 10/02/2008 11:27AM  
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Clerk Superior Court, Columbia County  
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**AMENDED AND RESTATED PROTECTIVE  
COVENANTS OF FARMINGTON ESTATES**

THIS AMENDED AND RESTATED PROTECTIVE COVENANTS OF FARMINGTON ESTATES is made this 2 day of October, 2008 by Farmington Estates Property Owners Association, Inc., a Georgia nonprofit corporation (the "Association").

WITNESSETH:

WHEREAS, Hereford Farm Partnership, a Georgia partnership (the "Developer"), developed a residential subdivision known as "Farmington Estates" on the real property more specifically described on Exhibit "A" attached hereto and incorporated herein by reference, which property and subdivision shall be referred to herein as "Farmington";

WHEREAS, the Developer deemed it desirable for the preservation of the value of said property to create an organization to which shall be delegated and assigned as hereinafter set forth the power of maintaining and administering the community property and of enforcing the terms and provisions hereinafter set forth in the this Declaration and also to perform any other functions that may be desirable to improve the enjoyment of living in Farmington; and

WHEREAS, the Developer caused the Association to be incorporated under the laws of the State of Georgia for the purposes of exercising the powers and functions aforesaid; and

WHEREAS, the Developer and the Association by Declaration of Protective Covenants dated October 26, 1990 recorded in the Office of the Clerk of Superior Court of Columbia County, Georgia at Deed Book 883, pages 15-38 did publish and declare certain Protective Covenants regarding Farmington (the "Original Covenants");

WHEREAS, the Original Covenants were amended by the following instruments: instrument dated September 1, 1992 recorded in said Clerk's office at Deed Book 1100, pages 222-225; instrument dated January 15, 1993 recorded in said Clerk's office at Deed

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Book 1165, pages 335-338; instrument dated May 6, 1993 recorded in said Clerk's office at Deed Book 1216, pages 130-132; instrument dated October 18, 1994 recorded in said Clerk's office at Deed Book 1485, pages 191-195; instrument dated September 13, 1996 recorded in said Clerk's office at Deed Book 1753, pages 38-41; instrument dated October 21, 1997 recorded in said Clerk's office at Deed Book 1936, pages 276-277 and rerecorded at Deed Book 1963, pages 91-94; instrument dated August 17, 2000 recorded in said Clerk's office at Deed Book 2515, pages 124-127; instrument dated September 24, 2002 recorded in said Clerk's office at Deed Book 3248, pages 81-84; and instrument dated March 31, 2006 recorded in said Clerk's office in Deed Book 5372, pages 194-199 (collectively, the "Amendments", and together with the Original Covenants, the "Protective Covenants"); and

WHEREAS, the Developer no longer holds title to any lots within Farmington; and

WHEREAS, at a duly called meeting of the members of the Association, the members voted to amend the Protective Covenants as provided in Article XII of the Protective Covenants;

NOW THEREFORE, for and in consideration of the premises and the benefits to be derived by the Association and each and every subsequent owner of any of the lots within Farmington, the Association does hereby set up, establish, promulgate and declare the following protective covenants to apply to all of said lots within Farmington and to all persons or entities owning said lots, or any of them hereafter, and does hereby amend and restate the Protective Covenants as follows:

**ARTICLE I**

**RESIDENTIAL USE, BUILDINGS AND LOCATION OF STRUCTURES**

1. Size of Structures

All of the lots within Farmington shall be used for residential purposes only for the erection of one detached single-family dwelling, not exceeding two stories in height. In determining whether a house exceeds two stories in height, a basement or an attic will not be counted as a story. In approving any two-story and one and one-half story, or split level structure, the Architectural Control Committee, as hereafter described, shall require that the top stories of such structure be constructed in accordance with normal design practices and the top floor area not be proportionally smaller than is customary in residences of its type. Recognizing that the size of a dwelling alone is not the sole factor to consider regarding the quality of homes in Farmington, the Architectural Control Committee shall not be bound by a requirement of a minimum living area for residences to be constructed in Farmington. Improvements to be constructed in Farmington shall be of good taste, high quality, both as to workmanship and materials, and harmony and suitability of such improvements to the environment and surroundings.

2. Sleeping Quarters in Attic, Garage or Outbuilding Prohibited

No attic, shack, garage, barn, or detached outbuilding shall be used for sleeping quarters. This provision shall not prohibit the conversion of a garage into sleeping quarters which are incorporated as part of the main residential building.

3. Altering Lot Boundaries

No lot shall be subdivided, or its boundary lines changed, nor shall application for same be made to Columbia County, Georgia except with the written consent of the Architectural Control Committee. The provisions of this paragraph shall not prohibit the combining of two (2) or more contiguous lots into one (1) larger lot. Following the combining of two (2) or more lots into one (1) larger lot, only the exterior boundary lines of the resulting larger lot shall be considered in the interpretation of this Declaration.

4. Location of Building on Lot

It is the intention of the Developer that the Architectural Control Committee allow the construction of structures to be erected on any lot in Farmington in such a location on each lot as will more fully enhance the natural harmony and aesthetic appeal of Farmington. The Architectural Control Committee shall be vested with full discretion as to the location of such structures, as set forth in Article II hereof. However, no building of any kind or character shall be erected within 30 feet of the right-of-way of any road in Farmington or within 40 feet of the right-of-way of Hereford Farm Road, nor within 10 feet of any side lot line, unless otherwise approved by Columbia County, Georgia and the Architectural Control Committee. If any of the aforementioned lots are subdivided or enlarged pursuant to the provisions of Paragraph 3 of Article I hereof, rear and side line restrictions shall be applicable only to the rear and side lines of the lot as altered or re-subdivided.

5. Main Dwelling Built First

No building or structure shall be constructed prior to construction of the main dwelling on the lot.

6. Zoning Restrictions

Zoning ordinances, restrictions and regulations of Columbia County, Georgia and its various agencies applicable to the subject property shall be observed. In the event of any conflict between any provision of these Declarations and such ordinances, restrictions or regulations, the more restrictive provision shall apply.

7. Wetlands Characteristics of Certain Lots.

(a) Several lots in Pinebrook at Farmington, including lots 17, 18, 19, 22, 23, 24, 27, 28, 29, 31, 32, 33, 34, 35, 36, 37, 38, and 39, inclusive, Block B contain areas

which are designated as wetlands under applicable state and/or federal legislation, the extent of such wetlands being as shown on that certain Plat prepared by James G. Swift and Associates dated August 17, 1992 and recorded in the aforesaid Clerk's office in Plat Cabinet B, Slides 254 #1 and 2. Purchasers of such affected lots shall use the wetlands portions thereof only for such purposes as are allowable under such legislation and under such rules and regulations as may be promulgated by the Corps of Engineers, as such legislation and rules and regulations may be amended from time to time.

(b) Several lots in Farmington Estates, Section II, including Lots 7-13, Block D, and Lots 44-54, Block A, contain areas which are designated as wetlands under applicable state and/or federal legislation, the extent of such wetlands being as shown on that certain Plat prepared by James G. Swift and Associates dated August 19, 1994 and recorded in the aforesaid Clerk's office in Plat Cabinet B, Slides 379 #7-8. Purchasers of such affected lots shall use the wetlands portions thereof only for such purposes as are allowable under such legislation and under such rules and regulations as may be promulgated by the Corps of Engineers, as such legislation and rules and regulations may be amended from time to time.

(c) Several lots in Section II, Phase I of Pinebrook at Farmington including Lot 11, Block A and Lots 40-45, inclusive, Block B contain areas which are designated as wetlands under applicable state and/or federal legislation, the extent of such wetlands being as shown on that certain Plat prepared by James G. Swift and Associates dated July 23, 1996 and recorded in the aforesaid Clerk's office in Plat Cabinet C, Slide 80 #6. Purchasers of such affected lots shall use the wetlands portions thereof only for such purposes as are allowable under such legislation and under such rules and regulations as may be promulgated by the Corps of Engineers, as such legislation and rules and regulations may be amended from time to time.

(d) Several lots in Section II, Phase II of Pinebrook at Farmington contain or may contain areas which are designated as wetlands under applicable state and/or federal legislation, the extent of such wetlands being as shown on that certain Plat prepared by James G. Swift and Associates dated September 2, 1997 and recorded in the aforesaid Clerk's office in Plat Cabinet C, Slides 134 #7 and 8. Purchasers of such affected lots shall use the wetlands portions thereof only for such purposes as are allowable under such legislation and under such rules and regulations as may be promulgated by the Corps of Engineers, as such legislation and rules and regulations may be amended from time to time.

(e) Several lots in Farmington Section III contain or may contain areas which are designated as wetlands under applicable state and/or federal legislation, the extent of such wetlands being as shown on that certain Plat prepared by James G. Swift and Associates dated July 20, 2000 and recorded in the aforesaid Clerk's office in Plat Cabinet D, Slides 78 ##4-6. Purchasers of such affected lots shall use the wetlands portions thereof only for such purposes as are allowable under such legislation and under such rules and regulations as may be promulgated by the Corps of Engineers, as such legislation and rules and regulations may be amended from time to time. Several lots in

Farmington Section III contain areas delineated on the aforesaid plat as a conservation buffer. Such areas shall remain undisturbed in their natural state.

(f) Several lots in Farmington Section 4 contain or may contain areas which are designated as wetlands under applicable state and/or federal legislation, the extent of such wetlands being as shown on that certain Plat prepared by James G. Swift and Associates dated August 18, 2002 and recorded in the aforesaid Clerk's office in Plat Cabinet D, Slide 179 ##6-10. Purchasers of such affected lots shall use the wetlands portions thereof only for such purposes as are allowable under such legislation and under such rules and regulations as may be promulgated by the Corps of Engineers, as such legislation and rules and regulations may be amended from time to time. Several lots in Farmington Section 4 contain areas delineated on the aforesaid plat as a conservation buffer. Such areas shall remain undisturbed in their natural state.

## ARTICLE II

### ARCHITECTURAL CONTROL COMMITTEE

#### 1. Submission of Plans, etc.

An Architectural Control Committee, hereafter called the "ACC", has been duly set up and appointed by the Developer and/or the Association to exercise such jurisdiction and functions with respect to all lots and common properties in Farmington, together with such further powers as may be hereafter by amendment be additionally bestowed upon it by terms of this agreement. Plans and specifications for all proposed improvements upon lots shall be submitted in writing to the ACC. Any changes in exterior appearance of the home, including but not limited to paint colors for trim components of the home, shall be submitted to the ACC for approval. The ACC shall have the right to refuse to approve any building plans, specifications, site plans, or grading plans which are not suitable or desirable in its sole opinion for any reason, including purely aesthetic reasons. In so passing upon building plans, specifications, site plans, or grading plans, the ACC shall take into consideration the suitability of the proposed building, the materials of which it is to be built, the location on the lot of the proposed building and any other improvements, the harmony of the building in its location with its surroundings, and the effect of the building as planned on the outlook from adjacent or neighboring portions of the subject property.

All fences, walls, barbecue pits, detached garages, and other accessory buildings or recreational facilities shall be constructed in general conformity with the architecture of the main building. Building plans and specifications submitted to ACC shall include, but are not limited to: 1) foundation plans, 2) section details, 3) floor plans of all floors, 4) elevation drawings of all exterior walls, 5) roof plans, 6) material specifications, and 7) site plans showing locations and orientations of buildings on the lot, with all setbacks indicated, in such detail as may be required by the ACC in its sole discretion. Plans and specifications shall show driveways, service courts or area parking or any other buildings,

improvements, or facilities to be constructed. Neither the main residential building nor accessory buildings may be constructed on any lot without the full and active supervision of an architect or licensed building contractor.

No construction, structural landscaping visible from the street or building improvements of any kind may be undertaken without review and prior written approval by the ACC. The ACC will approve or disapprove a request by the next regular scheduled meeting of the ACC, or the ACC may call a special meeting for the same purpose; provided, however, that the failure of the ACC to act upon such a request by the next regular scheduled meeting or special meeting shall not be deemed an approval by the ACC of such request.

Storage buildings are allowed in the rear portions of the lot but construction materials, roof design, and paint colors must conform to the style of the main house. Accepted building materials are wood, brick, stone, stucco, and cementitious board. Roof design shall be gable or hip with shingles to match the main structure. Metal storage buildings are not allowed on any lot. The storage building must be placed on the lot in such a manner as to reduce visibility from the street. If the lot is not fenced, the shed must be placed on a line behind the main structure.

2. Completion of Construction within One Year

The exterior of all buildings or other structures must be completed within one (1) year after construction of the same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fire, national emergency, or natural calamity.

3. Fences and Hedges

No fence, hedge, wall, shrub, bush, tree, or similar structure, natural or artificial, shall be placed, maintained or permitted to remain on any lot or area if the location of such structure obstructs the vision of the motorists on any adjacent street or land and creates a traffic hazard. No fence, wall, hedge, or similar structure on any lot shall be constructed or maintained which is either more than six (6) feet in height or higher than that allowed by ordinance currently enforced by Columbia County, whichever is less, or which is nearer the street boundary line of the of the lot than the front line of the main residential building as extended to the side lot lines. Nevertheless, low decorative walls or hedges may be erected beyond the front line of main residential structure with the written approval of the ACC. A fence made of chain link shall not be constructed on any lot which is to be used for residential purposes. Prior written approval by the ACC is required before any fence is constructed on any residential lot.

4. Membership in the Architectural Control Committee

Membership in the ACC shall be solely by appointment by the Board of Directors of the Association.

**ARTICLE III**

**LAND USE RESTRICTIONS**

1. Animals

No poultry, swine, cows, goats, horses, mules, or any other farm animals or fowls or bait farms shall be maintained on any lot. No more than a total of two (2) domesticated animals such as dogs or cats may be kept on any lot. No domesticated animal shall be allowed to "roam freely" around the neighborhood. All domestic animals must be contained on the owner's lot. When domestic animals are on public streets or in the Association common areas, they must be constrained on a leash.

2. Vegetable Gardens

No vegetable garden may be planted on any lot except behind the line of the rear of the main dwelling structure as the same is extended to a point of intersection with the side lot lines.

3. Screened Areas for Unsightly Items

No garbage receptacles, fuel tanks, or similar storage receptacles, clothes lines, and other unsightly objects may be maintained except in screened areas which conceal them from view from streets and adjacent portions of the subject property. Plans for such screened areas delineating the design, size, appearance, and location must be approved by the ACC prior to their construction. Garbage receptacles and fuel tanks may be located outside of screened areas only if they are located underground.

4. No Dumping of Rubbish

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste material which shall be kept in sanitary containers screened from view, as provided in Paragraph 3 of this Article III. It shall be the responsibility of each owner to prevent the development of any unclean, unsightly or unkempt condition or buildings or grounds on his lot which tend to detract substantially from the beauty of the subject land as a whole or his lot in particular. Construction materials must be stored out of sight unless active construction is underway. Grass clippings, leaves, and other plant residues may not be deposited in the storm sewers or common areas. Burning of leaves and plant residues is prohibited at all times on all lots and common areas in Farmington.

5. Trucks, Trailers, Mobile Homes, and Boats

No parking of large trucks (6 wheels or larger), trailers, boats, boat trailers, campers, golf carts, or mobile homes shall be permitted on the streets, lots, or other portions of Farmington, except for delivery and pickups on subject property. Campers,

motorcycles, motorbikes, motor homes, travel trailers, panel trucks, boats, trailers and golf carts not over 25 feet in length may be kept on a lot if parked in a closed garage at all times. Special exception to this restriction may be granted an owner provided prior written permission is obtained from the ACC and such vehicles are parked in the rear yard out of public view behind a six foot high fence.

Disabled and stored vehicles are prohibited from being parked on any lot within Farmington except in a closed garage. For the purposes of this paragraph a vehicle shall be considered "disabled" if it does not have a current license tag or it is obviously inoperable. Parking of motorized vehicles on lawns or other unpaved areas is prohibited.

If any vehicle is parked on any portion of the property in violation of this subparagraph or in violation of the Association's rules and regulations, the Board of Directors of the Association may place a notice on the vehicle specifying the nature of the violation and stating that after forty-eight (48) hours the vehicle will be towed. The notice shall include the name and telephone number of a person to contact regarding the alleged violation. A notice shall also be conspicuously placed at the lot stating the name and telephone number of the person or entity responsible for the towing and/or booting hereunder. If forty-eight (48) hours after such notice is placed on the vehicle, the violation continues or thereafter occurs again within six (6) months of such notice, the vehicle may be towed or booted in accordance with the notice without further notice to the vehicle owner or user. If a vehicle is towed or booted in accordance with this paragraph, neither the Association nor any officer, director or agent of the Association shall be liable to any person for any claim of damages as a result of towing or booting activity. The Association's right to tow or boot is in addition to, not in limitation of, all other rights of the Association, including the right to assess fines. Notwithstanding anything to the contrary herein, the Board of Directors of the Association may elect to assess fines. Notwithstanding anything to the contrary herein, the Board of the Association may elect to impose fines or to use other sanctions rather than exercise its authority to tow or to boot.

#### 6. Hobbies

The pursuit of hobbies or other activities, including without limiting the generality thereof, the assembly and disassembly of motor vehicles and other mechanical devices, which might lead to disorderly, unsightly, or unkempt conditions, shall not be pursued on any lot. Minor automobile repairs are allowed if performed in a closed garage.

Sports or play equipment, including but not limited to swing sets, trampolines, soccer nets, basketball goals, shall only be permitted in the back yard of the lot. No sports equipment shall be positioned in the street or in a manner that interrupts traffic or poses a safety hazard. Basketball goals must be positioned on a concrete surface at least 15 feet from the street. All sports equipment shall be maintained in good working order and with a neat appearance.

#### 7. Driveways and Walks

No breaks shall be made in any curb or gutter on or adjacent to the right-of-way of any street for the purpose of constructing any driveway, walk, or other means of ingress to and egress from a lot, unless the apron of such driveway or walk shall be constructed of permanent paving material such as concrete or exposed aggregate which is structurally and aesthetically compatible with the curb or gutter being broken and the adjacent street. Such driveway or walk shall tie in with the street, curb, or gutter in such a manner that a hazardous condition is not created.

8. Offensive Activity

No offensive activity shall be carried on or upon any lot nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to Farmington residents. There shall not be maintained on any lot any plants or animals, or device or thing of any sort whose normal activities or existence is in any way dangerous, unsightly, unpleasant, or of such a nature as to diminish or destroy the enjoyment of other portions of Farmington.

9. Signs and Mailboxes

Except as otherwise provided in these Declarations, no sign shall be erected or maintained on any portion of Farmington by anyone including, but not limited to, an owner, a Realtor, a contractor, or subcontractor, except with the written permission of the ACC, except as may be required by legal proceedings. If such permission is granted, the ACC reserves the right to restrict design, color, and content of such sign. One sign of not more than four (4) square feet used by a contractor during the construction period of the main building structure or accessory structure is permissible and only one (1) usual "For Sale" sign may be erected on the lot during the sales period. Community association signs for community activities are permitted. Signs for "Open House" for houses for sale may be erected at the entrance on Saturdays and Sundays.

The mailbox and its stand as well as property identification signs for each lot shall be provided by each lot owner. Specifications for mailbox and post will be provided by the Association in order to promote uniformity of appearance within Farmington. Only plain black metal mailboxes mounted on a white post will be allowed. Each property owner is responsible for the cost and maintenance of mailbox and the post.

10. No Interference with Streams and Natural Drainage

No owner shall obstruct, alter, or interfere with the flow or natural course of any creek, stream, lake, or pond on the subject property without first obtaining the written consent of the Board of Directors of the Association, the Columbia County Commissioners, and the Army Corps of Engineers.

11. Use of Ponds and Streams

No owner, whether or not his property is bounded by the waters of a lake, pond, stream or creek, shall by virtue of his ownership of any lot, acquire any right, title or interest in the lakes, ponds, streams, or creeks within Farmington or the beds, waters, or surfaces thereof.

12. Conveyance to Columbia County, Georgia of Retention Area

(a) Pursuant to the Protective Covenants, the Developer granted, bargained, sold and conveyed unto Columbia County, Georgia that certain portion of Farmington Estates, Section II shown and designated as "Columbia County Retention Area" as set forth on that certain Plat prepared by James G. Swift and Associates dated August 17, 1992 and recorded in the aforesaid Clerk's office in Plat Cabinet B, Slides 254 #1 and 2, subject, however, to the rights of property owners in Farmington Estates, Section II to cause storm water to drain into such retention area, the said Columbia County, Georgia to have and to hold such retention area for itself and its successors and assigns forever, in fee simple. Also conveyed by the Developer to Columbia County, Georgia is a certain twenty-foot ingress and egress easement traversing a portion of lot 18, Block B, as shown on the aforesaid plat for the purpose of repair and maintenance of said retention area.

(b) Pursuant to the Protective Covenants, the Developer granted, bargained, sold and conveyed unto Columbia County, Georgia that certain portion of Farmington Estates, Section II shown and designated as "3.83 acres" as set forth on that certain Plat prepared by James G. Swift and Associates dated August 19, 1994 and recorded in the aforesaid Clerk's office in Plat Cabinet B, Slides 379 #7-8, subject, however, to the rights of property owners in Farmington Estates, Section II to cause storm water to drain into such retention area, the said Columbia County, Georgia to have and to hold such retention area for itself and its successors and assigns forever, in fee simple.

13. Maintenance

All maintenance and repair of a lot, together with all portions of the single-family dwelling unit, and other improvements thereon shall be the responsibility of the lot owner. Each lot owner shall maintain and keep the exterior of his/her/its single-family dwelling unit and grounds of his/her/its lot in good, neat, clean and sanitary condition, including the maintenance and care of all lawns, trees, shrubs, hedges, grass, and other landscaping contained within such lot. Each lot owner shall also be obligated to pay the costs incurred by the Association for repairing, replacing, maintaining, or cleaning any portion of the lot or single-family dwelling unit which is the responsibility of the lot owner, and which such lot owner fails or refuses to discharge. The Association may assess such lot owner for any amounts expended by the Association to discharge the responsibility of the lot owner defined herein. For the purpose of performing such maintenance, the Association and its authorized employees and agents may enter upon any lot and the exterior of any improvements built thereon during reasonable hours on any day except Sundays and holidays, except that in an emergency, entry may be made at any time on any day. Any such entry shall not be deemed a trespass.

**ARTICLE IV**

**RESERVATION OF EASEMENTS**

1. Easements

Easements for the installation and maintenance of utilities and drainage facilities are reserved by the Developer for the benefit of Columbia County, Georgia over all areas designated or described as easements upon the recorded plats of Farmington. A five foot drainage and utility easement is reserved on each side lot line and a ten foot drainage and utility easement is reserved on each rear lot line. Where an easement with larger dimensions is shown on said plat, the larger easement shall apply instead of the easement herein reserved.

2. Other Easements

Other easements as set forth on said plats of Farmington are reserved for the benefit of Columbia County, Georgia or others over all areas designated as such on said plats.

**ARTICLE V**

**MEMBERSHIP IN THE ASSOCIATION AND**

**VOTING RIGHTS OF ITS MEMBERS**

1. Membership

All owners of a single-family building lot or lots in Farmington shall thereby become members of the Association for so long as such ownership continues. Provided, however, that no person or corporation in taking title as security for the payment of money or for performances of any obligation shall thereby so become entitled to membership. Ownership of property as qualification for membership is defined herein as follows:

“Ownership of any such lot under recorded deed, whether the owner is occupant or not, or ownership under a bond for title or contract of purchase, if the same be accompanied by an actual occupancy of the lot in question. Ownership within the meaning and intention hereof shall mean and shall be effective upon the recording of any deed conveying such lot to another, or the termination of occupancy of the property by the owner thereof accompanied by the giving of such owner to another of a bond for a title or contract of sale with respect to such lot.”

Members of the Association shall have the rights, voting privileges and duties as set forth in the corporate charter or bylaws of the Association as hereinafter set forth, to-wit:

Members shall be entitled to voting privileges in the amount of one (1) vote for each residential lot owned by them in Farmington or in additional real estate made subject to these Declarations pursuant to Article IX herein. In the event that a member shall own more than one contiguous lot upon which only one residence is constructed, such member shall be entitled to only one (1) vote and shall likewise only be subject to the imposition of dues and assessments calculated for a single lot pursuant to Article VI of these Declarations, provided said residence is partially physically located on each such contiguous lot. A corporation owning one or more lots in Farmington shall have one (1) vote for each such lot owner, but no member, stockholder, director, employee, or officer of such corporation shall acquire any rights individually to become a member of the Association.

2. Duties of the Association

It shall be the duty of the Association to impose and collect such dues, assessments, and other charges as it may deem necessary, in accordance with Article VI hereof, and to landscape and maintain the beautification of all entrances and common areas in Farmington. In addition the Association shall also repair and maintain all entrance walls of said subdivision located in the easement areas and rights-of-way thereof and the clubhouse, tennis courts, and the swimming pool. The Association may, in its own discretion, have the additional duty of requiring all lot owners to maintain their property in accordance with the standards set forth herein. The Association shall also maintain and regulate the use of such common areas and recreational facilities as may exist or may hereafter be added to Farmington or to additional real estate as may exist or may hereafter be added to Farmington or to additional estate made subject to these Declarations pursuant to provisions of Article IX hereof.

3. Indemnification

The Association shall, to the extent permitted by Georgia Law, indemnify its officers, directors, employees, and agents who are parties to an action or proceeding regarding matters involving the Association because they are such officers, directors, employees, or agents thereof.

**ARTICLE VI**

**COVENANTS AND ASSESSMENTS IN FAVOR OF THE ASSOCIATION**

1. Imposition of Assessment

Each member of the Association, as defined in Article V of these Declarations, obligates himself, herself, or itself, and by the ownership of a single-family residential lot in Farmington shall be deemed to covenant and agree to pay the Association when due the annual or special assessment for any dues or charges established hereby or by its Board of Directors from time to time hereinafter provided.

Each residential building lot on the recorded plats of Farmington shall be made subject to a continuing lien to secure the payment for each annual or special assessment or charge when due. No sale or conveyance of a lot, whether voluntarily or involuntarily made, by or in the name of an owner, shall operate to extinguish the obligation of the owner as a member of the Association to pay the sums owed by such owner to it.

2. Amount of Assessment

Such annual or special assessment or charge shall be in an amount to be fixed from year to year by the Board of Directors of the Association, provided, however, that the amount of each annual or special assessment shall be in equal amounts with respect to each lot subject to such charges or assessments under the terms of these Declarations. Special assessments may be approved and imposed by a majority vote of those members present, in person or by written proxy, who are not delinquent in the payment of any amount of annual or special assessment or dues or charges due to the Association at any annual or special meeting of the members at which a quorum of at least 25% of the membership is represented either in person or by proxy.

Each such annual assessment shall be due and payable within 60 days of receiving notice of such assessment. Special assessments imposed in accordance with these Declarations and the By-Laws of the Association shall be due and payable at such time as the Association designates. Any assessments not paid when due shall accrue interest at the rate of one and one-half percent (1 ½%) per month.

There shall be two types of annual assessments or charges which shall be in an amount to be fixed year to year by the Board of Directors of the Association. The first type of such assessment or charge shall be for maintenance of entrance signs, entrance ways, medians, and other common area facilities and for such other uses as set forth in paragraph 3 hereof (hereinafter the "Regular Assessment"). The amount of such Regular Assessment shall be in equal amounts with respect to each lot subject to such charges or assessments under the terms of these Declarations.

The second type of assessment or charge shall be for the use and maintenance of any recreational facilities now in existence or hereafter added to Farmington or added to additional real estate made subject to these Declarations pursuant to the provisions of Article IX hereof (hereinafter the "Recreation Assessment"). The obligation to pay such Recreation Assessment shall not be obligatory upon each member of the Association but shall only be obligatory upon such members who choose to use the recreational facilities of Farmington in accordance with such rules and regulations as may be established by the Association from time to time. The amount of such Recreational Assessment shall be fixed year to year by the Board of Directors of the Association in accordance with the terms of these Declarations and in accordance with the rules and regulations of the Association promulgated for the use and maintenance of such recreation facilities. Such Recreation Assessment shall be due and payable at such time as the Association designates.

3. Use of the Assessments

(a) Regular Assessment: The amount so paid to the Association as a Regular Assessment shall be administered by the Association and may be used for payment of expenses for the following purposes:

- (i) Maintenance of entrance signs, entranceways, medians, clubhouse, tennis courts, swimming pool, and common areas.
- (ii) For such purposes as set forth in the Corporate Charter or the By-Laws of the Association as they now exist or as the same may hereafter be amended.
- (iii) For such other lawful purposes as the Board of Directors of the Association shall determine.

(b) Recreation Assessment: The amount of the Recreational Assessment so paid to the Association shall be administered by the Association and shall be used for the payment of expenses incurred in the seasonal operation of the swimming pool at Farmington.

**ARTICLE VII**

**REMEDIES FOR VIOLATION OF THESE DECLARATIONS**

In the event of a violation or breach of any of the declarations and restrictions herein by any owner, or agent of such owner, the Association and the owners of the lots in Farmington, or any of them jointly or severally, shall have the right to proceed at law or equity to compel the compliance to the terms hereof or to prevent the violation or breach of the covenants herein contained or to recover damages for such violation.

If the Board of Directors of the Association determines that any owner has failed or refused to discharge properly his/her/its obligations with regard to the maintenance, repair, or replacement of items of which he/she/it is responsible hereunder, then the Association shall give the owner written notice of the owner's failure or refusal and of the Association's right to provide necessary maintenance, repair, or replacement at the owner's expense. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Association. Unless the Board of Directors of the Association determines that an emergency exists, the Owner shall have thirty (30) days within which to complete the maintenance or repair, or if the maintenance or repair is not capable of completion within such a time period, to commence replacement or repair within thirty (30) days. The Association has the option of enforcing this provision in accordance with the law. In the event the Association is required to file suit to enforce this violation, the owner shall be responsible for reasonable attorney's fees incurred by the Association and costs of court.

In addition to the foregoing, the Association has the right, whenever there shall have been built on any lot in the subdivision any structure or other condition created which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation, it shall not have been corrected by the lot owner. Any such entry and abatement or removal shall not have been deemed a trespass. The failure to enforce any rights, restrictions, reservations, or conditions contained in these Declarations, however long continued, shall not be deemed a waiver of right to do so hereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. Provided, however, that a violation of any such covenant or restriction shall not constitute a forfeiture or reversion of title hereunder.

The remedies set forth herein are in addition to those set forth in Paragraph 13 of Article III of these Declarations.

**ARTICLE VIII**

**COMMON EASEMENT**

Each and every owner of a lot or lots in Farmington is hereby granted a non-exclusive easement for the use of the common or recreational facilities, subject to regulations of the Association, as the same are shown on the recorded plats of said subdivision or are hereafter created upon additional real estate subject to these Declarations pursuant to Article IX hereof. Only foot traffic and authorized motorized vehicles are permitted in the common areas. Hunting and dumping of any material in the common areas is prohibited.

**ARTICLE IX**

**ADDITIONAL PROPERTY SUBJECT TO THESE DECLARATIONS**

1. Additional Property. Subject to any limitations contained in the corporate charter of the Association, additional real estate located adjacent to Farmington which the Board of Directors of the Association or other owners thereof may decide to add to the scheme of development herein set forth may be subjected to and placed within the jurisdiction of the Association upon written designation of the Board of Directors of the Association and such other owners, at the sole option of the Board of Directors of the Association, extending the terms of these Declarations to such other property, and same shall be effective upon the filing for record of the same in the Office of the Clerk of the Superior Court of Columbia County, Georgia. Such supplementary declarations or agreements may contain such modifications of the terms of these Declarations as may be deemed necessary or appropriate by the Board of Directors of the Association and such other owners to reflect the different character, if any, of such additional real estate. In no event, however, shall said supplementary declarations be construed so as to revoke or modify the terms hereof with respect to the property previously described herein.

2. Right to Extend Streets

The Board of Directors of the Association reserves the right to extend the streets, utilities, storm drainage systems and water and sanitary systems to such additional real estate as may be added to the scheme of the development as herein set forth.

**ARTICLE X**

**SEVERABILITY**

The invalidation of any one or more paragraphs or portions of these Declarations and agreements by judgment or decree of court of competent jurisdiction shall in no way affect any other provisions which shall remain in force or effect.

**ARTICLE XI**

**EFFECTIVE PERIOD**

These Declarations and agreements shall be effective immediately upon the filing of the same for record in the Office of Clerk of Superior Court of Columbia County, Georgia; shall thereupon run with the land and be binding upon all persons or parties and their successors or assigns claiming title under or through the Board of Directors, until October 26, 2010. These Declarations shall be continued automatically and without further notice from that time for a period of ten (10) years and thereafter for successive periods of ten (10) years each without limitation, unless within six (6) months prior to the expiration of any such successive period of ten (10) years thereafter, a written agreement executed by the then record owners of not less than a majority of the lots subject to these Declarations shall be placed on record in the Office of Clerk of the Superior Court of Columbia County, Georgia. In such agreement, any of the aforementioned covenants, restrictions, reservations, servitudes, and easements may be changed, modified, waived, or extinguished in whole or in part as to all or any part of the property then subject thereto in the manner and to the extent therein provided. In the event any such written agreement or change or modification be executed and recorded, the original covenants, restrictions, reservations, servitudes, and easements as therein modified shall continue in force for successive periods of ten (10) years each, unless and until further changed, modified or extinguished in the manner herein provided.

**ARTICLE XII**

**AMENDMENT TO THESE DECLARATIONS**

Notwithstanding anything contained herein to the contrary, the provisions of this Declaration may be amended from time to time at any meeting of the members of the Association duly called for such purpose. All members of the Association shall be notified in writing of such meeting and the purpose thereof at least thirty (30) days in

advance thereof. A quorum of at least twenty-five percent (25%) of the membership of the Association present, in person or by written proxy, shall be required for the purpose of voting on such amendments, and action taken at such meeting shall be by a majority vote of those members present, in person or by written proxy, who are not delinquent in the payment of any amount of annual or special assessment or dues or charges due to the Association.

[signatures appear on next page]

IN WITNESS WHEREOF, the Association has caused this Amendment to be duly executed the day and year first above written.

Signed, sealed and delivered in the presence of:

FARMINGTON ESTATES PROPERTY OWNERS ASSOCIATION, INC.

[Signature]  
Unofficial Witness

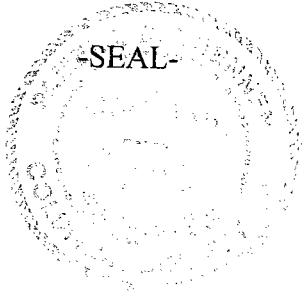
By: [Signature]  
Name: Leslie A. Kromke  
Title: President

Sworn to and Subscribed before me this 11 day of November, 2008.

Attest By:

[Signature]  
Notary Public, State of Georgia

By: [Signature]  
Name: Georgia E. Sammons  
Title: Secretary



-SEAL-

## EXHIBIT "A"

All these parcels, pieces of land situate, lying and being in the State of Georgia and County of Columbia and being shown and designated as Lots 1 through 43, inclusive, Block A, Lots 1 through 10, inclusive, Block B, Lots 1 through 6, inclusive, Block C, Lots 76 through 86, inclusive, Block C, all located in the Farmington Estates, Section 1 as shown on a plat thereof prepared by James G. Swift and Associates dated July 25, 1990, said plat being recorded in the Office of Clerk of Superior Court for Columbia County, Georgia in PC B, slides 124 reference being made to said plat for more particular description of said lots. #8-11

ALSO all those parcels, pieces or lots of land, situate, lying and being in the Sate of Georgia and County of Columbia, and being shown and designated as Lots 1-10, inclusive, Block A and Lots 1-39, inclusive, Block B, all located in Pinebrook at Farmington, as shown on a plat thereof prepared by James G. Swift and Associates dated August 17, 1992, revised April 2, 1993, said plat being recorded in the office of Clerk of Superior Court for Columbia County, Georgia in PC B, Slides 278 #6-7, reference being made to said plat for a more particular description.

ALSO all those parcels, pieces or lots of land, situate, lying and being in the State of Georgia and County of Columbia and being shown and designated as Lots 44-59, inclusive, Block A, Lots 7-13, inclusive, Block D, Lots 1-28, inclusive, Block E, Lots 1-6, inclusive, Block F, and Lots 1-4, inclusive, Block G, all located in Farmington Estates, Section II, as shown on a plat thereof prepared by James G. Swift and Associates dated August 19, 1994, revised September 12, 1994, said plat being recorded in the Office of the Clerk of Superior Court for Columbia County, Georgia in PC B, Slides 379 #7 & 8, reference being made to said plat for a more particular description.

ALSO all those parcels, pieces or lots of land, situate, lying and being in the State of Georgia and County of Columbia and being shown and designated as Lots 11-34, inclusive, Block A, Lots 40-50, inclusive, Block B, and Lots 1-7, inclusive, Block C, all located in Section II Phase I of Pinebrook at Farmington as shown on a plat thereof prepared by James G. Swift and Associates dated July 23, 1996, said plat being recorded in the Office of the Clerk of Superior Court for Columbia County, Georgia in Plat Cabinet C, Slide 80, #6, reference being made to said plat for a more particular description.

ALSO All those parcels, pieces or lots of land, situate, lying and being in the State of Georgia and County of Columbia and being shown and designated a Lots 35-63, inclusive, Block A, Lots 51-61, inclusive, Block B, and Lots 8-17, inclusive, Block C, all located in Section II Phase II of Pinebrook at Farmington as shown on a plat thereof prepared by James G. Swift and Associates dated September 2, 1997, said plat being recorded in the Office of the Clerk of Superior Court for Columbia County, Georgia in Plat Cabinet C, Slides 134 #7 & 8, reference being made to said plat for a more particular description.

## EXHIBIT "A" (continued)

ALSO all those parcels, pieces or lots of land, situate, lying and being in the State of Georgia and County of Columbia and being shown and designated as Lots 14-21, inclusive, Block D, Lots 1 and 25-48, inclusive, Block H, and Lots 1-11 and 45, inclusive, Block I, together with certain common area, all located in Farmington Section III as shown on a plat thereof prepared by James G. Swift and Associates dated July 20, 2000, said plat being recorded in the Office of the Clerk of Superior Court for Columbia County, Georgia in Plat Cabinet D, Slide 78 #4-6, reference being made to said plat for a more particular description.

ALSO all those parcels, pieces or lots of land, situate, lying and being in the State of Georgia and County of Columbia and being shown and designated as Lots 2-24, inclusive, Block H and Lots 12-44, inclusive, Block I, together with certain common area, all located in Farmington Section 4 as shown on a plat thereof prepared by James G. Swift and Associates dated August 18, 2002, said plat being recorded in the Office of the Clerk of Superior Court for Columbia County, Georgia in Plat Cabinet D, Slide 179 #6-10, reference being made to said plat for a more particular description.