

3-10-
4
10

PROTECTIVE COVENANTS

GEORGIA, PEACH COUNTY

DESCRIPTION

All those tracts lying in Land Lots 114 and 115 of the 6th Land District of Peach County, Georgia, being designated as Lots 1 through 11 and being designated "Elmore", according to that plat of Earl L. Card Jr. Subdivision, Phase Two, of record in Plat Book 14, Page 269, Clerk's Office, Peach Superior Court.

WHEREAS, the undersigned is developing the property described herein as an exclusive subdivision;

NOW THEREFORE, for and in consideration of the premises and of the benefits, both present and future, to the undersigned and to his successors and assigns, the undersigned does hereby covenant and agree that the aforesaid described land shall be subject to the following restrictions, covenants and conditions which shall in each instance be construed as covenants attaching to and running with the land;

1. STRUCTURES: No lot shall be used except for residential purposes, except for Lot 9 which may also be used as a church for the Church of Christ. No structure other than auxilliary structures permitted below, shall be erected, altered, placed on, used or permitted to remain on any lot other than one single-family dwelling not to exceed two stories in height, exclusive of the basement. Auxiliary structures permitted are one (1) private garage, one (1) storage building, one (1) work shop, one (1) green house, and such stables and other structures as are erected for

Recorded March 4, 1987

BOOK 92 PAGE 109

the pleasure and convenience of the owner.

BOOK 92 PAGE 110

2. QUALITY AND SIZE: The floor area of a single family residence, exclusive of porches, garages, carports, basements and attics, shall be not less than 1,200 square feet. It is the intention and purpose of these covenants to insure that all dwellings shall be of quality materials and workmanship.

3. EXTERIOR CONSTRUCTION: Concrete block used above the ground, if exposed to view from the street must be stuccoed or painted or otherwise covered.

4. BUILDING LOCATION: No building shall be erected nearer than 50 feet to the front (street-side) lot line. No building including auxiliary structures shall be located nearer than 10 feet to an interior, side, or rear lot line.

5. BUSINESSES: No trade or commercial activity (noxious or offensive or otherwise) shall be conducted or permitted upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Without limiting the generality of the foregoing, the operation of kindergartens, boarding houses, tourist homes, nursing homes, guest homes, rest home, fraternity houses, sorority houses, tea rooms, antique shops, florist shops, beauty shops, auto repair shops, and the business of fortune tellers, clairvoyants, or the like are expressly prohibited in the Subdivision to which these restrictive covenants apply and as to each and every lot therein.

6. SIGNS: No sign of any kind or character shall be displayed to the public view on any lot except one professional sign of not more than five (5) feet square, or suitable signs for the Church on Lot 9 only, or signs advertising the property for sale, or signs for temporary use by a building and/or real estate agent to advertise the property during the construction and sales period. This restriction shall not prevent the use of ornamental markers bearing the name and property address of the occupants of each lot.

7. TEMPORARY STRUCTURES: No trailer, camper unit, basement, tent, shack, garage, barn or other outbuilding erected on any lot shall at any time be used as a residence temporary or permanent, nor shall any structure of a temporary character be used as a residence, except that quarters for servants or relatives of the occupant of the main dwelling may, in conjunction with a garage, be so used. No house trailer, modular home, or manufactured home shall be permitted on any lot for any purpose except as a construction shack during the normal period of construction of the main dwelling.

8. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Garbage or other waste shall not be kept on said premises except in sanitary containers. No incinerators or other equipment for burning of household garbage may be kept on the said lots.

9. SEWERAGE DISPOSAL: Septic tanks with adequate drainage fields shall be permitted on any lot, and any such system must be designated, located and constructed in accordance with the requirements, standards, and recommendations of the Georgia Department of Public Health. All such systems while being installed shall be inspected by the Peach County Health Department.

10. RE-SUBDIVISION OF LOTS: No re-subdivision shall be made of any lot. Lots 11 and 5 may be further divided if the same is approved by the Peach County Planning and Zoning Officer; any lots that result from a subdivision of Lots (Continued Below)

11. NATURAL DRAINS AND DITCHES: On those lots having natural drains or drainage ditches, either natural or man-made, the drains or ditches shall not be altered, covered, or diverted so as to cause damage to an adjoining lot. Such ditches may, however, be enclosed with culvert pipe of size, capacity and installation approve by the appropriate county officials, provided that such enclosure does not increase the volume of water normally flowing in and out of said drains or ditches, or so concentrate such flow of water as to cause damage to any other property owner or owners within such Subdivision.

12. LIVESTOCK AND POULTRY: No swine is permitted on any lot. All

CONTINUATION:

11 and 5 shall be subject to these Restrictive Covenants.

animals must be housed to the rear of the dwelling house and no closer than fifty (50) feet to the rear and to the side lines. The quarters and care of all horses and pets must strictly comply with applicable health and sanitation regulations. All dogs must be kept behind fences, or chained or leashed, or otherwise controlled by their Owners at all times and not allowed to wander uncontrolled.

13. TREES AND GROUND MAINTENANCE: It is the intent of the developers to maintain the natural state of the land as much as possible.

No clearing shall be allowed which promotes erosion by wind or water. Each landowner is required to keep unsightly trash and debris from the property.

14. VEHICLES: No inoperable vehicle whether "junk" or "antique" may be kept on any lot except within an enclosed carport or garage. All boats, trailers and recreational or camping vehicles and motor homes shall be parked to the rear of the residence and out of view of the street where possible. Said vehicles may be parked under an open carport. No tractor-trailor trucks or trailers or dump trucks or bulldozers or other such heavy equipment shall be parked on said lots unless they are completely under a structure with a roof and enclosed on at least three (3) sides.

15. TERM: These covenants are real covenants running with the land and shall be binding upon and shall insure to the benefit of all purchasers and all persons claiming under them for a period of 20 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless at any time within any extension period, an instrument is signed by a majority of the owners of the original lots in the subdivision, and placed on record, specifying the change in the covenants in whole or in part.

16. ENFORCEMENT: Enforcement shall be by proceedings of law or in equity against any person or persons violating or attemptation to violate any covenant; or by action to restrain violation, or to recover damages,

and such action may be brought either by the undersigned or by an owner of any lot in said subdivision.

17. SEVERABILITY: Invalidation of any one of these covenants by judgment, or other court order, shall in no wise affect any of the other restrictive provisions which shall remain in full force and effect.

THIS AGREEMENT shall be binding upon and shall insure to the benefit of the undersigned, their successors and assigns, and upon and between all persons who acquire ownership of a lot or lots subject to those restrictions.

IN WITNESS WHEREOF, the said, by and through its duly authorized officers, has signed, sealed and delivered this instrument this the 27th day of February....1987.

Earl L. Card Jr. (SEAL)
EARL L. CARD JR.

Betty J. Card (SEAL)
BETTY J. CARD

Signed, Sealed and Delivered in the presence of:

Carline M. Bruton
.....
.....

Notary Public, State of Georgia *Carline M. Bruton*

