

PEACH COUNTY COVENANTS SUMMARY

Overview

These covenants apply to **Lots 1–11 (“Elmore”), Phase Two**, and are **binding restrictions that run with the land**. They are intended to preserve the subdivision as a **low-density, single-family residential neighborhood** with strict limits on use, structures, and activities.

Key Restrictions & Requirements

1. Permitted Use

- Lots may be used **only for single-family residential purposes**.
- **Lot 9 only** may also be used as a church.
- No structure other than **one single-family dwelling** (maximum **two stories**, excluding basement) is permitted per lot.

2. Minimum Home Size & Quality

- Minimum heated living area: **1,200 square feet** (excluding porches, garages, carports, basements, and attics).
- Homes must be constructed with **quality materials and workmanship**.

3. Exterior Construction

- Any **concrete block above ground**, if visible from the street, must be **stuccoed, painted, or otherwise covered**.

4. Building Setbacks

- Minimum **50 feet** from the front (street) lot line.
- Minimum **10 feet** from side and rear lot lines, including accessory structures.

5. Prohibition on Businesses & Commercial Activity

- **No commercial or business activity of any kind** is permitted.
- Explicitly prohibited uses include (but are not limited to):
 - Daycares / kindergartens
 - Boarding or guest houses
 - Nursing or rest homes
 - Fraternity or sorority houses

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- Tea rooms, antique shops, florist shops, beauty shops
- Auto repair shops
- Fortune telling / clairvoyance businesses
- No activity may create a **nuisance or annoyance** to the neighborhood.

6. Signs

- No signs allowed except:
 - One **professional sign** up to **5 sq. ft.**
 - Church signage on Lot 9
 - Temporary construction or “for sale” signs
- Decorative address/name markers are allowed.

7. Temporary Structures

- **No trailers, campers, modular homes, manufactured homes, tents, or similar structures** may be used as residences.
- Temporary structures may only be used **during construction** of the main dwelling.
- No house trailers or mobile homes are permitted at any time.

8. Garbage & Refuse

- Lots may **not** be used as dumping grounds.
- Garbage must be stored in **sanitary containers only**.
- **No incinerators or burning equipment** for household trash allowed.

9. Sewage Disposal

- Septic tanks with approved drainage fields are permitted.
- Systems must comply with **Georgia Department of Public Health standards** and be inspected by **Peach County Health Department**.

10. No Re-Subdivision

- Lots **may not be subdivided**, except:

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- Lots 1 and 5 may be further divided **only with approval** from the Peach County Planning & Zoning Officer.

11. Natural Drainage

- Natural drainage ditches may **not be altered or diverted** if doing so causes damage to neighboring lots.
- Enclosure is allowed **only with approved culverts** and must not increase water flow or concentration.

12. Animals

- **No swine** permitted.
- Animals must be kept **to the rear of the dwelling** and at least **50 feet from side and rear lot lines**.
- All pets must comply with health regulations.
- Dogs must be **fenced, leashed, or otherwise controlled at all times**.

13. Trees & Ground Maintenance

- Intent is to preserve the **natural state of the land**.
- No clearing that promotes **erosion**.
- Owners must keep property free of **unsightly trash or debris**.

14. Vehicles & Equipment

- No inoperable (“junk” or “antique”) vehicles unless kept **inside a garage or enclosed structure**.
- Boats, RVs, trailers, and campers must be:
 - Parked **to the rear of the residence**
 - Out of street view where possible
- **Heavy equipment** (dump trucks, bulldozers, tractor-trailers, etc.) must be **fully enclosed on at least three sides** if kept on the lot.

15. Term of Covenants

- Covenants run for **20 years from recording**, and then automatically renew for **successive 10-year periods**.

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- They may be amended or terminated only by a **majority of original lot owners**, recorded in writing.

16. Enforcement

- Enforceable through **legal or equitable action**.
- Any lot owner or the original developer may seek:
 - Injunctions
 - Damages
 - Restraint of violations

17. Severability

- If one covenant is ruled invalid, all remaining covenants **remain in full force**.