

Recd. Mar. 9 98 Mar. 9 1998

BOOK 675 PAGE 263

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTION FOR

Greystone Subdivision

Tift County, Georgia

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Georgia, Tift County

This Declaration of Covenants, Conditions and Restriction made and published this 10th day of February, 1998, by Arthur L. McClellan and Rebecca R. McClellan hereinafter known as McClellan.

For and in consideration of the benefits to be derived by McClellan and every subsequent owner of the lots located in Greystone, McClellan does hereby set up, establish, promulgate and declare the following covenants and restrictions applicable to the lots and owners thereof. Said Restrictive Covenants shall apply and be effective as to each lot subsequently conveyed subject to said restrictions, including any reference by incorporation therein as to:

All that tract or parcel of land containing 18.3 acres lying and being in Land Lot No. 219, in the 6th Land district of Tift County, Georgia, being more particularly described as follow: IN ORDER TO OBTAIN A BEGINNING POINT, commence at a point where the centerline of Brighton Road (a 100 foot road) intersects with the centerline of Belflower Road (a county dirt road) which point is also the northeast corner of Land Lot 219; thence run South 00 degrees 42 minutes West 20 feet along the East line of Land Lot 219 and the center of Belflower Road to a point in the center of said road; thence run North 79 degrees 52 minutes West 364.71 feet along the south right of way line of Brighton Road to the POINT OF BEGINNING; thence from such beginning point, run South 0 degrees 42 minutes West 2219.46 feet to a point and corner; thence run North 80 degrees 49 minutes West 362.73 feet to a point and corner; thence run north 0 degrees 43 minutes East 2225.57 feet to the South right of way line of Brighton Road; thence run South 79 degrees 52 minutes East 363.69 feet along the South right of way line of Brighton road to the POINT OF BEGINNING, said land being designated as Tract No.5 upon that certain plat of survey prepared by Tommy R. Taylor, surveyor, dated April 14, 1977, and recorded in Plat Book 12, Page 31, public records, Tift County, Georgia, said plat and the record thereof being by reference incorporated herein.

No lot shall be subject to said restrictions until actually conveyed; provided that, once a lot is conveyed said restrictions shall run with the land, and be binding upon any subsequent grantees, heirs or assigns.

1. LAND USE AND BUILDING TYPE. No lot shall be utilized for any purpose except residential purposes. No building shall be constructed, erected, placed, altered or permitted to remain on any lot other than one detached single-family dwelling not in excess of two and one-half stories in height (exclusive of any basement) plus a private residence garage for motor vehicles and such residential accessory buildings as may be approved by the Architectural Control Committee. No garage or permitted accessory shall be constructed, erected, placed, altered or permitted to remain upon any lot which is not constructed of the same or similar, (cost and comparable quality), materials as the dwelling located upon said lot.

(a) A portion of the property may be dedicated and used to provide a public road.

(b) Lots may be utilized for recreational or beautification purposes.

2. ARCHITECTURAL CONTROL. No building, fence, wall or other structure of any nature shall be constructed, erected, placed, altered, or permitted to remain on any lot until the construction plans and specifications and a plan showing the location of the proposed structure has been approved by the Architectural Control Committee as to quality of workmanship and materials, as to harmony of external design with existing structures, and as to location including relationship with topography and finish grade elevation.

3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be constructed or permitted on any lot having less than 2,000 Square feet of:

(1) The floor area of the main structure, exclusive of open porches and garages, shall not be less than 2,000 sq.-ft.)

(2) Exposed concrete blocks may not be used for exterior walls. Stucco or exterior plaster may be used on concrete blocks.

4. BUILDING LOCATION. No building shall be located on any lot nearer than 30 feet to the front lot line. No building shall be located on any lot nearer than 10 feet to an interior lot line. No dwelling shall be located on a lot nearer than 10 feet to the rear lot line. For purposes of this provision, eaves, steps, carports and open porches shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5. STRUCTURE LOCATION. No swimming pool, or other structure of any nature shall be constructed, erected, placed or permitted to remain on any lot nearer to any street or lot line than the minimum setback lines established for said property unless approved by the Architectural Control Committee.

6. DIVISION OF LOTS. No lot shall be divided or otherwise partitioned into less than one Acre lots, or into any irregular shape or size not in conformity with the minimum size and shape for lots in said subdivision, including street frontage.

7. ROAD AND STREETS. No portion of any lot shall be utilized at any time by any person or entity as a road, street, or other thoroughfare or otherwise for any purpose of ingress and egress to or from other property without the prior written consent of the Architectural Control Committee, except as provided in paragraph 1(a) and (b).
8. DURATION OF CONSTRUCTION. Upon commencement of construction of any structure or improvement upon any lot, the owner of said lot shall not allow construction work to proceed in any manner other than diligently or allow such construction to be completed other than within a reasonable time nor shall any such lot owner allow any such construction to remain incomplete after once commenced for more than one calendar year. As used herein, the term "construction" shall include preparation of grounds and landscaping. During construction, the owner shall not allow the premises to become or remain unsightly or littered.
9. NUISANCE. No noxious or offensive activity shall be carried on or permitted upon any lot, nor shall anything be done or allowed to be done thereon which may be or may become a nuisance to the owners of adjacent property in the said subdivision. No substance or material shall be kept or maintained on any lot which would emit foul or obnoxious odors.
10. TEMPORARY STRUCTURES. No structure of a temporary character and no trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either on a temporary or permanent basis. No mobile homes or manufactured housing shall be permitted at any time upon the property.
11. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
12. ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept in a reasonable number provided they are not kept, bred or maintained for any commercial purposes and there are not more than two pets per household. No pet shall be allowed or permitted to become a nuisance to the owner of any other lot in the subdivision.
13. GARBAGE AND REFUSE DISPOSAL. No part of any lot shall be used or maintained in whole or in part as a storage area or dumping ground for rubbish or anything which would cause such lot to appear to be in unclean or untidy condition or that would be obnoxious to the eye. Trash, garbage, and other waste shall not be kept upon a lot except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a neat, clean and sanitary condition.

14. COMMERCIAL AND NON-OPERABLE VEHICLES. No commercial vehicle, construction equipment, or any non-operable vehicle of any type shall be permitted on any lot unless kept in completely enclosed garage, and or approved in advance in writing by the Architectural Control Committee.

15. MAINTENANCE OF STRUCTURES. Buildings and other structures constructed on any lot shall be maintained in an essentially the same state as constructed and no finished building or other structure shall be allowed or permitted to become or remain in need or repair or maintenance.

16. ARCHITECTURAL CONTROL COMMITTEE:

(a) MEMBERSHIP - The Architectural Control Committee is composed of Arthur L. McClellan, and Rebecca R. McClellan. The committee may designate a representative to act for it. Should any member of the committee be unable to serve, a replacement or successor shall be designated by the remaining members. If a replacement or successor is not designated by the remaining members or appointed by McClellan, owner(s) of properties in the subdivision may be designated by the governing body of of Tift County to serve on the committee. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.

(b) PROCEDURE - The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative fails to approve or disapprove within 60 days after written submission by the owner, approval will not be required and the related covenants shall be deemed to have been fully complied with.

17. TERM. 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 thirty-five (35) years from the date of this instrument after which time this instrument shall be automatically extended for successive period of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change the provisions hereof in whole or in part or to terminate this instrument and its effectiveness.

18. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any provisions hereof either to restrain violation or to recover damages.

19. SEVERABILITY. Invalidation of any one of the provisions hereof by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

20. AMENDMENT. McClellan for and on behalf of itself and its successors and assigns, reserves unto itself the right to amend these covenants, conditions and restrictions from time by execution of

appropriate documents relative thereto provided the same is concurred in and agreed to by two-thirds of all other persons or entities then owning any portion of the land to which these covenants, conditions and restrictions are applicable.

21. Greystone Subdivision and these covenants, conditions and restriction shall supplement and extend all requirements of Tift County applicable to the development and use of such properties. In cases of conflict, the most restrictive requirements shall control.

In witness whereof, the undersigned has caused these presents to be properly executed on the day and year above written.

Chloe S. Lucas
Witness

Arthur L. McClellan
ARTHUR L. MCCLELLAN

Richard R. Buckley
Notary Public, My Commission Expires: 9-9-01

Rebecca R. McClellan
REBECCA R. MCCLELLAN AKM

STATE OF GEORGIA, DEPT. OF REVENUE
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