

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
GWEN C. PATE, CLERK

MILL CREEK COVE SUBDIVISION
OF LAND LOT 248 OF THE 6TH LAND DISTRICT
TIFT COUNTY, GEORGIA

STATE OF GEORGIA
COUNTY OF TIFT

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made and published this 1st day of October, 1998, by Green Industries, Inc. of Tift County, Georgia, [hereinafter "Owner"].

WITNESSETH:

WHEREAS, Owner is the owner of the following described property:

All that tract of parcel of land situate, lying and being in the County of Tift, in the State of Georgia, being a part of Land Lot 248 in the 6th Land District of Tift County, Georgia, and being more particularly described as follows:

All of Lot Number 1 thru 20 in Block A, Lot Numbers 1 thru 29 in Block B, and Lot Numbers 1 thru 9 in Block C, all inclusive, of "Mill Creek Cove Subdivision" according to a survey and plat made by Central Surveying, Land Surveyors, dated June 1, 1998, and recorded in Vol. 32, page 50, Tift County, Georgia, public records to which plat and the record thereof reference is hereby made.

WHEREAS, it is to the interest, benefit and advantage of Owner and to each and every person who shall hereafter purchase any lot within the said subdivision that certain covenants, conditions and restrictions governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants, conditions and restrictions running with the land;

NOW THEREFORE, for and in consideration of the premises and of the benefits to be derived by Owner and each and every subsequent owner of any of the said lots, Owner does hereby set up, establish, promulgate and declare the following covenants, conditions and restrictions to apply to all of said lots and to all persons owning said lots, or any of them, hereafter: with these covenants, conditions and restrictions becoming effective immediately under and through Owner and being effective until thirty-five (35) years from date at which time the same may be extended or terminated in whole or in part as hereinafter provided:

1. LAND USE AND BUILDING TYPE. No lot shall be utilized for any purpose except residential purposes. No building or dwelling unit of any nature 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 plus such residential accessory buildings.

As utilized herein the word "dwelling" shall mean any building, structure or unit utilized for, or designed to utilized for, residential dwelling purposes.

2. ARCHITECTURAL CONTROL. No building, dwelling unit, fence, wall or other structure

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Clerk of Superior Court Tift Co. GA
Gwen C. Pate

of any nature shall be constructed, located, 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 upon the lot have 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. **MANUFACTURED HOMES.** No manufactured home of any nature whatsoever shall be permitted, located or maintained upon any lot. As utilized herein the term "manufactured home" shall mean a structure, transportable in one or more sections, which is built on a permanent chassis [that portion of a housing unit which provides support for the floor and foundation and is not designed to be removable at any time] and is designed to be used, when it is connected to required utilities, as a dwelling either with or without a permanent foundation.

4. **DWELLING BUILDINGS AND STRUCTURES.** No site built, or "stick built" dwelling shall be permitted, constructed or located upon any lot unless the same shall be at least the square footage required in the individual lot deed, exclusive of open porches and garages. All nondwelling buildings and structures erected or located upon any lot shall be of at least equivalent workmanship and materials as required herein for the dwelling.

5. **BUILDING LOCATION.** No building or dwelling shall be located on any lot nearer to the lot lines thereof than the minimum building setback lines shown on the recorded plat or nearer to lot lines than 40 feet in the case of front yard set back, 15 feet in the case of side yards set back and 30 feet in the case of rear yard set back. For purposes of this provision, eaves, steps, and open porches shall not be considered as a part of a building, provided however that this shall not be construed to permit any portion of a building to encroach upon another lot.

6. **DIVISION OF LOTS.** No lot shall be resubdivided without the prior written approval of the Architectural Control Committee.

7. **DURATION OF CONSTRUCTION FOR SITE BUILT STRUCTURES.** Upon commencement of construction of any structure or improvement upon any lot, the owner of said lot shall cause construction work to proceed in a diligent manner so that construction work can be completed within a reasonable time. No lot owner shall allow or permit any construction to remain incomplete, after once commenced, for longer than one hundred eighty (180) days.

8. **EASEMENTS.** Easements for installation and maintenance of utilities and drainage are reserved as shown on the recorded plat.

9. **NUISANCES.** No noxious or offensive activity shall be carried or permitted on 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. 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 travel type trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a resident either on a temporary or permanent basis.

11. **SIGNS.** Unless otherwise stated in advance in writing by the Architectural Control Committee, no sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction.

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12. 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.

13. ANIMALS. No animals, poultry or fowl 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 that they are not kept, bred or maintained for any commercial purposes. No animal shall be allowed or permitted to become a nuisance to the owner or occupants of any other lot in the subdivision. For purposes hereof the keeping of more than two (2) dogs shall be conclusively deemed to constitute a nuisance.

14. 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 of character which could cause such lot to appear to be in an unclean or untidy condition or that would be obnoxious to the senses including the eye. Trash, garbage, and other waste shall not be kept upon a lot except in sanitary containers. All equipment and facilities for either the storage or disposal of such material shall be kept in a neat, clean and sanitary condition.

15. NON-OPERATABLE VEHICLES. No non-operatable or non-licensed vehicle of any type shall be permitted on any lot unless kept in completely enclosed garage and approved in advance in writing by the Architectural Control Committee.

16. WATER SYSTEMS. No individual wells or water supply system shall be permitted or allowed on any lot.

17. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted or maintained on any lot unless such system is designed, located, constructed and thereafter maintained in accordance with the requirements, standards and recommendations of the Georgia Department of Public Health.

18. FENCING. Chain link fencing will be allowed if it is at least 50 feet from any street. No other wire fencing will be allowed. The Architectural Control Committee may approve any new materials or setback requirements in undue hardship cases.

19. ARCHITECTURAL CONTROL COMMITTEE.

(a) MEMBERSHIP. The Architectural Control Committee is composed of Henry Glenn Green, Kevin B. Green and H. Dane Green. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change membership of the committee or to withdraw from the committee to restore to it any of its powers and duties.

(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 representatives fails to approve or disapprove within 60 days to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

20. 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

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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.

21. 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.

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

23. AMENDMENT. Owner, for an on behalf of it and its successors and assigns, reserves unto itself the right to amend these covenants, conditions, and restrictions from time to time by execution of appropriate documents relative thereto provided the same is concurred in and agreed to by all other persons or entities then owning a majority of lots of the land to which these covenants, conditions and restrictions are applicable.

IN WITNESS WHEREOF, the undersigned has caused these presents to be properly executed by its proper officials and its corporate seal affixed on this date and year first above stated.

Signed, sealed and delivered in the presence of:

[Signature]

[Signature]
NOTARY PUBLIC
GEORGIA, TIFT COUNTY
My Commission Expires: 3/27/2002
Notary Execution Date: 2/26/99

[NOTARY SEAL]

GREEN INDUSTRIES, INC.

By: [Signature]
President

Attest: [Signature]
Secretary

[SEAL]

"OWNER"

IMPORTANT INFORMATION

RE: PEBBLE HILL ESTATES and MILL CREEK COVE

WATER SERVICE:

Both subdivisions will be served by a privately owned system and will include fire hydrants. The water meter cost will be \$ 350.00 (to be paid at closing) plus \$ 50.00 deposit. The rate for 2000 is \$12.90 for the first 2000 gals. then \$ 1.92 per thousand thereafter. This rate will increase by the cost of living Index as published by the U.S. Govt. THERE WILL BE NO WELLS ALLOWED. There will be a testing fee for required STATE tests which will be divided by all users. This fee will be the most at the beginning when only a few will split it. however it will not be more than \$ 5.00 per month.

STREET LIGHTS:

Both subdivisions are in Tift County's Special Street Lighting District. This is estimated to cost each lot owner about \$ 60.00 to \$ 88.00 per year which will be added to the taxes each year.

Georgia Power will have an easement that allows them to run underground lines to the home at a cost of \$ 160.00 to be paid when lines are run to the house.

Addendum to SALES CONTRACT dated _____ between _____, INC., seller and _____

purchaser(s). This is to confirm that the following items have been explained in detail to the purchaser(s):

The lot was filled in the N/A approx. none for _____

The lot is in a Tift County STREET LIGHT DISTRICT which does increase taxes on each lot in the Subdivision, which according to the estimate of Georgia Power is Approx. \$ 60⁰⁰ 88⁰⁰ per year.

The lot has an easement across the Front 10' for utilities and across the rear 10' for drainage

An easement has been given to Ga. Power to run underground service to the home.

The water meter must be purchased at closing in the amount of \$ 350.00. N/A

The underground electric of \$ 160.00 must be paid to Ga. Power prior to connecting service to home. N/A

At closing the deed will require a minimum of 1500 sq. ft. living area to be in the house plus a 1 car garage. NO OPEN CARPORTS.

This lot has NO wetlands located on it which must be left undisturbed unless approval is obtained from the U.S. Army Corp of Engineers.

Dated this _____ day of _____,

Seller

Purchaser

Seller

Purchaser