

**THE FOLLOWING COVENANTS ARE FOR PLANTATION ACRES  
SUBDIVISION LOCATED IN FITZGERALD, GEORGIA**

1. The lot described herein shall not be resubdivided and no part thereof may be sold or conveyed, as the same must be sold, conveyed or kept in the same footage as it is now being conveyed and not more than one residence shall be erected on this lot. However, the parties that have purchased adjoining lots or the developer of said subdivision may agree to subdivide a lot in order to upgrade an existing lot. In this event, said lot can be subdivided.
2. The residence erected on this lot shall be of new construction, new material and shall have an exterior finish of either vinyl, brick, stone, wood frame, glass or stucco, and no concrete block exposure shall be allowed to remain after construction of any dwelling. Any outbuildings that are constructed on said lot must be constructed out of materials as described above for the main residence, unless approval by the developer of said subdivision. The dwelling that is constructed on this lot shall not be used for living purposes until the same has been completed. The foundation on all buildings erected on this lot shall be underpinned on all sides, with the exception of a dwelling that is designed and constructed on stilts, provided said dwelling is at least five feet above normal ground level at the closest point.
3. The main dwelling or any outbuilding erected on said lot shall not be located closer than 30 feet from the front and rear boundary lines of the lot and not closer than 15 feet to the side line of said lot and for this purpose carports shall be considered a part of the main dwelling.
4. No commercial enterprise shall be constructed or permitted on this lot of any kind, nature or description and no sign or advertising device of any character shall be erected or maintained on this lot except one sign may be placed thereon advertising on such lot for sale or rent and such permitted sign shall not exceed 18 inches x 24 inches in size.
5. No house trailers, mobile homes or manufactured, modulars or temporary dwelling buildings shall be placed, constructed or maintained on this lot. It is further understood and agreed that no motor home, travel trailer, camper or related recreational vehicle shall be permitted to be maintained on this lot as a place of temporary or permanent residence.
6. No animals, livestock or poultry of any kind shall be raised, bred or kept on this lot, except dogs, cats or other small household pets, provided they are not kept, bred or maintained for any commercial purpose. While dogs are permitted to be kept on this lot, it is understood that no owner shall keep any such dog or dogs that are vicious or dangerous in nature to children and no owner can maintain any dog or dogs that disturb other residents who may at the time live in the immediate vicinity of this lot due to unusual loud barking. However, it is further understood that anyone purchasing 2-1/2 acres may be allowed to keep one horse per 2-1/2 acres on said lot.

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7. FENCING: While the erection of fences is discouraged, it is recognized that in certain situations, with approval by the developer of said subdivision prior to installation some fencing may be allowed. Fences around swimming pools, if required by law, will be approved. However, at no time will fencing be approved that extends toward the front of the property past the back corner of the residence. All fencing will be required to be located 12 inches inside property lot line, and no chain link fencing is allowed. For fencing to be approved it must be visually in keeping with subdivision. (Dog Pens): Any dog pens erected on a property must be at least 15 feet from any adjoining property line and should be located at the rear of the residence on said property.
8. No vehicle or power driven machine that is abandoned will be permitted to remain on this lot and should such occur, then the grantors herein shall have the right to remove the same therefrom without being guilty of trespass, tort or any criminal act. For the purpose of the covenant, any such vehicle or power driven machine that is inoperable for a period of at least ninety (90) days shall be considered abandoned. No vehicle of any kind should be parked in front yard.
9. Until a residence is erected on this lot, the sellers shall have the right at all times to enter upon said lot for the purpose of removing debris or trash therefrom and to trim and cut objectionable trees and weed growth on said lot or to harrow said lot for the purpose of keeping it clean and orderly in appearance, all of which the sellers may do without being guilty of trespass, tort or any criminal act.
10. Yards on this lot shall be maintained and trash free at all times. There shall be no trampolines, swing sets, pools, etc. permitted in the front yard.
11. The enforcement of any of these restrictions or covenants shall be by proceedings at law or in equity by the developer or by the owner of any lot in said subdivision against any person or persons violating or attempting to violate any covenants and the same may be to restrain the violation, recover damages or both.
12. The invalidation of any one of these restrictions by judgment or court order shall in no wise affect any of the other provisions contained herein, which shall in force and effect.
13. It is understood and agreed that the above listed restrictive covenants shall be construed as covenants running with the lot and they shall be applicable to said lot for a period of 20 years from the date of this instrument.