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TIFT COUNTY
CLERK'S OFFICE
AUG 7 PM 4:32

When recorded return to:
Frier & Oulsnam, P.C.
110 South Jefferson Street
Milledgeville, Georgia 31061

**PROTECTIVE COVENANTS
FOR
THE COVE AT WILLOW CREEK**

**STATE OF GEORGIA
COUNTY OF TIFT**

THIS DECLARATION, made this 1st of July, 2007, by Mill Creek Plantation, LLC and Big Creek Development, LLC (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS, Mill Creek Plantation, LLC and Big Creek Development, LLC is the owner of 233 acres, more or less, located in Land Lots 354 & 383, of the 6th Land District of Tift County, Georgia, more particularly described in Exhibit "A" attached hereto and made a part hereof; which land is hereinafter referred to as the "Property" and/or the "Subdivision"; and

WHEREAS, Owner intends to sell and convey lots in the above-referenced tract and desires to denominate the said tract as the "The Cove at Willow Creek", and further desires to impose upon said lots mutual and beneficial covenants, restrictions, and conditions governing and regulating the use and occupancy of the lots; and

WHEREAS, Owner owns other parcels of land which it may at some time in the future wish to make subject to these restrictive covenants; and

WHEREAS, these restrictive covenants are declared and are to be enforced to insure the best use and the most appropriate development and improvement of each building site; to protect the owners of building sites against such improper use of surrounding building sites as will decrease the value of their property; to preserve the natural beauty of said Property; to guard against the erection thereon of poorly designed structures and structures built of unsuitable materials; to encourage the erection of attractive homes within appropriate locations on building

sites; to maintain proper setbacks from streets and space between structures; and to provide adequately for quality improvements, and to enhance the value of investments of building sites;

NOW, THEREFORE, the undersigned Owner hereby declares the following restrictive covenants to be covenants running with the land on the above described parcels of land as well as any other parcels or lots which specifically refer to these covenants, which covenants shall be effective immediately upon recording in the Office of the Clerk of the Tift Superior Court and shall be binding upon the Owner and upon all parties having or acquiring any right, title, or interest in and to lots in The Cove at Willow Creek.

1. The Owner my, from time to time, amend or add to these covenants, subject additional real property to the conditions, restrictions, covenants, reservations, and charges herein set forth by appropriate reference hereto.
2. No property other than that described above or hereinafter added shall be deemed subject to this Declaration, unless and until specifically made subject thereto.
3. Each lot shall be known, described, and used solely as a residential lot; and no structure shall be erected, placed, or permitted to remain on the lot other than one detached, single-family dwelling not to exceed two and one-half stories in height, together with one or several car garage, which match the residential dwelling in architectural design and appearance, in both color and material. All structures must be completed within one year from the date commenced.
4. No building, fence, or other structures shall be erected, placed or altered on any lot until the building plans, specifications, exterior color, exterior finish, plot plans (showing the proposed location of such structures, drives, and parking areas), and construction schedules have been approved in writing by the Owner of the Subdivision. Refusal or approval of plans, locations, or specifications may be based on any reason, including purely aesthetic, which may be based on the discretion of the Subdivision Owner. The exterior of said houses shall be so constructed so that no concrete blocks will be exposed on the exterior of said houses. All pools shall be located in the back yard and enclosed by a fence.
5. No portion of any lot, other than that covered by buildings approved as hereinbefore specified, shall be used for any purpose other than that of a lawn for walks, drives, private swimming pools, tennis courts, and other appropriate facilities, the planting of trees or shrubbery, the growing of flowers or ornamental plants for the purpose of beautifying the premises. No water features, statues, or fountains shall be placed in the front yard of any lot within the subdivision.
6. It shall be the responsibility of each owner to prevent the development of any unclean, unsightly, or unkept conditions of buildings or grounds on such lot which shall tend to destroy the beauty of the neighborhood.
7. No trailer, basement, tent, shack, garage, barn, or other building erected on the tract shall at any time be used as a residence, nor shall any structure of a temporary character be used as a residence, nor such temporary building or trailer be erected or allowed to remain on any lot except during the construction of the main dwelling. No mobile home, manufactured home, or modular home shall be parked or erected upon said property.
8. For a one-story residence, the floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,500 square feet. In case of a one and one-half, two, or two and one-half story structure, the ground floor shall not be less than 1,500 square feet; provided, however, that no dwelling may be erected upon said lots until the plans and specifications for such dwelling are first submitted to the Owner for approval or disapproval in accordance with the time limits specified above.
9. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats and other household pets may be kept. Pet birds must be confined to cages. No vicious dogs may be kept on the lot. Owner may at its discretion declare any

- animal a hazard to the community and upon request, the owner of such animal shall remove same from the premises within thirty (30) days from the date of request.
10. Owner may transfer, convey, devise, or bequeath any rights that Owner has related to these covenants.
 11. No junked automobiles, trucks, vehicles, appliances, or any other type of junked personal property may be stored, discarded, or kept on the above described property.
 12. Each lot shall be kept neat and free of trash, garbage, and other unsightly material.
 13. Except on garbage pickup days, the lot owner shall not allow receptacles to be kept on the road.
 14. Owner reserves the right without notice to grant utility and drainage easements thirty (30) feet in width on all exterior lots lines without the requirement of obtaining the permission of any lot owners.
 15. No placards or advertising of any nature, other than as relates to the sale and leasing of any property, in said subdivision, shall be placed and maintained upon any lot or in or upon any building which may be erected thereon and which can be seen from the street. In no event shall such placards or sign be more than four (4) square feet.
 16. No lot may be re-subdivided, and only one residence may be erected on any one lot.
 17. No building shall be erected on said Property so that the base of the buildings or support structures thereof shall be more than 60 feet to the center line of the street right of way line, nearer than 30 feet to the rear of the lot line, or nearer than 10 feet to any side property line.
 18. All clothes lines or drying yards shall be so located so as not to be visible from the street or from the waterfront.
 19. No owner of any part of the Property will do or permit to be done any act upon his property that be or may become a nuisance.
 20. No trucks and no commercial type vehicles may be driven, stored, or parked on any residence lot except while parked in a closed garage or except while engaged in transporting to or from a residence in the subdivision. Nothing of a commercial nature may be stored on said Property.
 21. Lot Owners may operate motorized vehicles, including, but not limited to ATVs, lawnmowers, golf carts, go-carts, etc, only on the property which that particular lot Owner owns. Operation of motorized vehicles shall be in a manner which does not disturb other lot owners.
 22. No hunting or fishing is allowed on said Property.
 23. No palm trees shall be planted on said Property.
 24. Mailboxes shall be furnished by the Owner of the subdivision. If said mailbox needs replacing due to damage, the replacement mailbox shall be as similar to the original mailbox as possible. All mailboxes within the subdivision shall be uniform.
 25. All fencing shall be either vinyl or shadow box, as to not expose the post of said fence solely towards the neighboring property.
 26. The sole builders in said subdivision shall be Big Creek Development, LLC; Lindsey Framing, LLC; and Mill Creek Plantation, LLC.
 27. Cable television, telephone, and internet service shall only be provided by Plant Telecommunications Sales & Services, Inc., Directv, or Dish Network as set forth in that certain Memorandum Cable Television, Telephone, and Internet License and Agreement between Mill Creek Plantation, LLC and Big Creek Development, LLC, as Grantors, and Plant Telecommunications Sales & Services, LLC, as Grantee recorded in the Tift County Land Records.
 28. 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 twenty (20) years from the date provided below and shall be automatically renewed as provided by law for subdivisions of more than ten (10) lots.

29. Invalidation of any one of these covenants or any part thereof, by judgment or court order, shall in no way affect any other part of the other provisions which shall remain in full force and affect.
30. If any person or their heirs or assigns shall violate or attempt to violate any of the covenants contained herein, it shall be lawful for any other person or persons owning property in said Subdivision to initiate any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants.

IN WITNESS WHEREOF, Mill Creek Plantation, LLC has caused these Restrictive Covenants to be executed and has hereunto set its hand and affixed its seal on this the 1st day of July 2007.

Signed, sealed and delivered
in the presence of:
Steve Mitchell
Unofficial Witness

Janell B. Noss
Notary Public
My commission expires: 10/11/08

Mill Creek Plantation, LLC
By: [Signature] (Seal)
Johnny Lindsey, Member
By: [Signature] (Seal)
Jess Lindsey, Member

Signed, sealed and delivered
in the presence of:
Steve Mitchell
Unofficial Witness

Janell B. Noss
Notary Public
My commission expires: 10/11/08

Big Creek Development, LLC
By: [Signature] (Seal)
Johnny Lindsey, Member
By: [Signature] (Seal)
Jess Lindsey, Member