

254/325

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RESTRICTIVE COVENANTS

THIS DECLARATION, MADE THIS 27th DAY OF October, 1987 BY THE MILES COMPANY, hereinafter called the "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the real property described herein and desirous of subjecting the said real property herein described to the restrictions, covenants, reservations, easements and charges hereinafter set forth, which are for the benefit of said real property and the owners thereof, which shall be covenants running with the land, binding the owners thereof, and their respective heirs, administrators, executors and assigns;

NOW THEREFORE, Declarant hereby declares that the real property described herein is, and shall be in the future, held, transferred, sold and conveyed subject to the provisions of these declarations.

SECTION 1: Property Subject to This Declaration.

The real property which is, and shall be held and shall be conveyed, transferred and sold subject to the conditions, restrictions, covenants, reservations, easements, liens and charges with respect to the various portions thereof set forth in the various clauses and subdivisions of this declaration is located in the County of Worth, State of Georgia, and is more particularly described as follows, to wit:

All of Lots 17 through 20, Lots 28 and 29, and all of Lots 45 through 69 of Woodcrest Subdivision, Section II as shown on a map or plat of same recorded in Plat Book 22, Page 215, in the Office of the Clerk of Superior Court of Worth County, Georgia.

The Declarant may, from time to time, subject additional real property to these conditions, restrictions, covenants, reservations, liens and charges herein set forth by appropriate reference hereto.

SECTION 2: Revocation of Prior Restrictive Covenants.

Those certain restrictive covenants previously declared and filed by Thomas R. Eason, former owner of the real properties covered by this declaration, which restrictive covenants are recorded in Deed Book 640, Pages 618-623, in the Office of the Clerk of Superior Court of Worth County, Georgia, are hereby revoked and superseded in their entirety as they apply to the real properties described herein, by this

326

declaration of restrictive covenants which shall apply to the real properties described herein in lieu of the said restrictive covenants recorded in Deed Book 640, Pages 618-623, in the Office of the Clerk of Superior Court of Worth County, Georgia.

SECTION 3: General Purposes of Conditions.

- A. All lots shall be used for residential purposes only and construction shall be limited to single family dwellings. No business or business activity of any kind may be carried on upon any of the restricted lots, nor shall anything be done or maintained on the property which may be or become an annoyance or nuisance as to the remaining lots in the subdivision, or in any way injure or affect the value of any of such lots.
- B. No dwelling shall be erected on any lot having less than 1400 square feet of living area or floor space, exclusive of porches, garages, carports or other open areas. Dwellings shall be limited to single family residences not more than two and one-half stories in height. Garages or carports may be erected and maintained for the use of the owner, provided they are constructed of the same material as the main structure and conform generally in architectural design and exterior materials to the main dwelling.
- B. (1) In order to main architectural control and development, the Declarant reserves the right to approve any structure, including dwellings, garages, fences, walls or any other type structure before it is erected on any lot in the subdivision. To this extent no dwelling, garage, carport, outbuilding, fence, wall or other type structure shall be maintained on any lot unless and until a complete set of plans and specifications therefor shall have been submitted under a letter requesting approval and the Declarant shall be the sole judge of whether or not the proposed structure is harmonious and in keeping with the general plan of development for the entire subdivision. Such plans and specifications shall meet all requirements of these restrictions.
- (2) The right of approval retained by the Declarant shall include the right to approve the building materials to be used in the proposed structure, exterior colors and all other such matters which in the sole opinion of the Declarant affect the overall development of the subdivision. It is expressly understood that the right of approval by Declarant

shall not be arbitrarily exercised, but shall be exercised in the best interest of the harmonious development of the subdivision in keeping with the building codes of Worth County, Georgia, and in keeping with Declarant's desires to promote an attractive residential neighborhood.

(3) It is also expressly understood that the approval of any plans and specifications by the declarant shall in no way relieve the building or lot owner from fully complying with either these restrictions or applicable zoning regulations.

(4) Major changes or alterations in existing buildings or structures or walls or fences shall also be subject to written approval by the Declarant and the Declarant reserves the right at reasonable times to enter and inspect any property subject to these restrictions to determine compliance with this or any other provisions of the restrictions.

(5) Architectural approval of plans and specifications shall be deemed to include location approval of any dwelling based on a plot plan submitted by the builder or lot owner.

D. All dwellings erected on any lot shall be set back from the front lot line a distance of at least forty feet. This setback requirement refers to the main or front wall of the dwelling and in no event shall any attachment, such as steps, porticos or porches extend or project beyond the front or main wall a distance of more than ten feet. All dwellings shall be located at least ten feet from any side lot line and at least fifteen feet from any side lot line adjacent to a side street. Each dwelling shall face or front the principal frontage of the building lot upon which it is located and to the extent possible each dwelling shall be parallel with the front lot line of the lot upon which it is located unless this requirement is waived in writing by the Declarant. If the setback or location of any building shall be difficult to determine by reason of the configuration of the lot, or because the lot is a corner lot, a decision as to location shall be made by the Declarant, whose judgment shall be final.

E. No fence, boundary wall or hedge shall have a height greater than six feet above the finished grade of the ground upon which it is located, nor shall any such structure be maintained within the setback area of any building site as to any street. Rather, such structure shall be limited

323

to side lines and rear lot lines; except that hedges or hedge rows may be maintained within the setback of any dwelling as to any street provided that any hedge or hedge row shall not have a height greater than three feet above the finished grade.

F. No dwelling or any other type structure shall be in any manner occupied while in the course of original construction and the construction of any dwelling, building or other structure shall be pursued with reasonable diligence until completion. It is the intention of this restriction to prohibit habitation of partially completed buildings and to promote diligence in the completion of the construction once undertaken.

G. No outbuildings of any type shall be constructed or maintained on any lot unless prior approval therefor has been obtained from the Declarant nor shall any outbuilding, garage or other similar structure ever be used for living purposes under any conditions. No house trailer, mobile home or similar type conveyance shall be placed, installed or maintained on any lot at any time. This restriction shall not apply to campers, boat trailers or other type recreation vehicles which are used off the premises. No temporary structures of any type shall be maintained on the premises for any purpose whatsoever. It is the intent and purpose of this restriction to prohibit unsightly temporary or permanent structures from being placed on any lot in detriment to the overall residential scheme of the subdivision.

H. No sign or advertising or promotional device of any type or any character shall be erected or maintained upon any lot or any improvements constructed thereon; except it shall be permissible for any owner to place one sign advertising such lot for sale. Such sign shall not be larger than twenty-four inches by thirty-six inches in size and shall contain information relevant only to the sale of the property.

I. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that it shall be permissible for an owner to keep household pets, such as dogs or cats, provided that such household pets are not kept, bred or maintained for commercial purposes.

329

J. A ten-foot utility easement is hereby reserved along the front ten feet of each lot running parallel to the street fronting each lot and along the side 10 feet of each lot running parallel to the street where a street abuts the side of said lot, for the purpose of installation and maintenance of utilities.

K. During the period of time after any lots are purchased from Declarant and prior to the construction of dwellings on said lots by the owners thereof, said lots shall be kept and maintained in such a manner so as to prevent the growth of grasses, bushes, shrubs or undergrowth more than twelve inches in height.

L. No private wells or private water systems shall be drilled, installed or maintained on any of the lots. If any such private wells or private water systems are drilled, installed or maintained on any of said lots, the owner of said lot upon which a private well or private water system is drilled, installed or maintained shall be liable to Declarant in the amount of \$500.00 per month for so long as said well or private water system shall continue in operation on said lot.

M. (1) Violation of any of the conditions or restrictions herein contained shall give to the Declarant the right to enter upon the property as to which violation exists or is believed to exist and to summarily abate and remove at the expense of the owner thereof any erection, thing or condition that may be or exists thereof contrary to the intent and meaning of the provisions of these restrictions and such owner shall not hereby be deemed guilty in any manner of trespassing for such entry, abatement or removal.

(2) The result of every act or omission whereby any condition or restriction herein contained is violated in whole or in part is hereby declared and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, whether public or private, shall be applicable against every such result and may be exercised by said Declarant or lot owner. In any legal or equitable proceeding by Declarant or a lot owner, for the enforcement of these covenants, or to restrain a violator, such violator shall pay the attorney's fees and all costs of the proceeding and such damages as may be fixed by the court.

(3) The power to enforce the conditions, restrictions, reservations and charges is to remain in the Declarant, its successors or assigns, or in the alternative to any owner of

330

record of any of the lots located in the subdivision.

N. Declarant reserves the right to locate a mobile home on one lot in the subdivision to be used as a temporary sales office. The mobile home is to be used as an office only, to serve as a convenience to potential buyers or prospects to inspect plats, restrictions, house plans, etc. The mobile home will be maintained and the grounds and parking area surrounding the mobile home will be kept in a clean and neat appearance at all times.

O. Declarant reserves and shall have the sole right to add to, alter, amend, revoke, release, and waive these covenants and restrictions for any purposes in whole or in part.

P. Declarant shall have the right to delegate its rights and duties hereunder, in whole or in part, from time to time; and these restrictions and covenants shall be binding upon and shall inure to the benefit of the successors and assigns of Declarant.

Q. The invalidation of any of these restrictions and covenants or any part thereof by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant, acting through its duly authorized corporate officers and under corporate authority, has caused this declaration to be executed, the day and year first above written.

THE MILES COMPANY

BY: *Walter Miles* (U.S.)
President

ATTEST: *Annette S. Miller* (U.S.)
Secretary

Signed, sealed and delivered
in the presence of:

A. Kelly Paulson

Notary Public.
My Comm. Exp.: _____

Recorded Nov 3 1987
John Stover
Dep. Clerk Superior Court
North County, Georgia