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STATE OF GEORGIA  
COUNTY OF WALTON

SERENITY FARMS

DECLARATION OF PROTECTIVE COVENANTS

THIS DECLARATION made and published this 5<sup>th</sup> day of February, 2001, by, between and among TOMMY R. BRUCE (Sr.) (as the original developer of the Subdivision), and BRUCE DEVELOPMENT, LLC, a Georgia Limited Liability Company, RICHARD V. HARRISON, TOMMY R. BRUCE, JR., DEANNA J. BRUCE, ARTHUR MERVIN RICHARDSON (a/k/a ARTHUR M. RICHARDSON), and KIMBERLY RICHARDSON (as all of the current owners of property in such Subdivision).

WITNESSETH

WHEREAS, it is to the benefit and advantage of the undersigned and their successors in the ownership of the hereinafter described lots or parcels that protective covenants, regulating the use of one or more of such lots or parcels, be established, set forth, and declared to be covenants running with the hereinafter described lands. These covenants shall not apply to any other land owned by TOMMY R. BRUCE (Sr.).

NOW THEREFORE, in consideration of said benefits, the undersigned do hereby proclaim, publish, and declare that the following numbered protective covenants shall apply to property in the 418<sup>th</sup> G.M.D. of Walton County, Georgia, known as Lots 1, 2, 3, 4, 5, 6, 7, 9, & 10 in SERENITY FARMS SUBDIVISION, as shown on a plat of survey of such Subdivision prepared by F&M Land Surveyors, certified by F. B. Flournoy, Registered Land Surveyor No. 1302, dated November 7, 1998, recorded in Plat Book 79, page 177, Walton County Records. Provided furthermore that the said lots in SERENITY FARMS SUBDIVISION are also governed by those certain Declarations of Covenants, Conditions, and Restrictions recorded simultaneously herewith, if any.

1. LAND USE AND TRACT SIZE:

No temporary house, shack, tent, modular home, manufactured home, relocated home, mobile home or trailer shall be erected, placed or moved onto said lots or parcels, either temporarily or permanently, for residential or church purposes; and no lots may be used for schools or kindergartens, day care centers, commercial businesses, including establishments commonly referred to as traditional home business, commercial livestock or kennel operations. All lots or parcels to which these covenants are applicable shall be used for single-family residence purposes only and no lot shall be re-subdivided. One horse per acre will be allowed.

2. CONDITION AT TIME OF OCCUPANCY:

Before any house may be occupied, it must be completely finished on the exterior in accordance with the plans approved by the Developer (BRUCE DEVELOPMENT, LLC); all the yard which is visible from the street must be properly maintained and

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covered with either grass or appropriate ground cover and the driveway surface must either be paved or other surface approved by the Developer. All landowners have one (1) year to complete the dwelling, once construction on that dwelling has been started.

3. **USE OF CONCRETE BLOCK, ETC.:**

Whenever buildings erected on any lot or parcel are constructed, in whole or in part, of concrete blocks, cinder blocks, or other fabricated masonry block units, such blocks shall be veneered with brick or natural stone or other approved materials over the entire surface exposed above finish grade. Poured concrete walls shall also be veneered with brick or natural stone or other approved materials over the entire surface exposed above finish grade.

4. **REFUSE DISPOSAL:**

No lot or parcel of land shall be used as a dumping ground for rubbish, trash or garbage; no noxious or offensive activities shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance to the neighborhood.

5. **BUILDING LOCATION:**

No building shall be located nearer to a street or side line than indicated by the building line restriction shown on the recorded plat. For the purposes of these covenants, eaves, steps, and open porches not covered by a roof structure shall not be considered part of a building, provided however that this shall not be construed to permit any portion of the building or construction on any lot to encroach upon another lot or upon the easements reserved in Paragraph 14 hereof.

6. **ARCHITECTURAL APPROVAL:**

No building, including tool shed, storage facilities and greenhouses, shall be erected, placed, altered, or permitted to remain on said land until building plans, elevations, specifications of construction methods, with plot plans showing the location of such buildings, have been approved in writing by the Developer, its successors or assigns, as to conformity and harmony or external finishes, color, design, and general quality with the existing standards of the neighborhood, and as to the location of the building with respect to topography and finished ground elevations, which approval shall be at the sole discretion of the Developer. Said approval in writing shall not be required with respect to construction upon any lot or parcel prior to January 1, 2004, except that the requirements for conformity and harmony or external design, external color and finishes, and general quality with the existing standards of the neighborhood shall be applicable so long as these covenants are valid. If Developer fails to approve or disapprove such plans and specifications within thirty (30) days after the same have been submitted to it, such plans and specifications shall be deemed to be rejected. After the final plans and specifications have been approved by the Developer, no changes may be made in said plans or specifications without the consent of the Developer.

7. **DWELLING SIZE:**

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One-story dwellings erected on any lot shall have no less than 2800 square feet of heated space with a ceiling height of not less than eight (8) feet in all enclosed, heated, habitable areas. This floor space requirement shall be exclusive of any space in garages, porches and finished basements.

Multi-level buildings (i.e., two-stories, split-levels) shall have not less than 3400 square feet of heated floor space in habitable areas. These floor space requirements shall be exclusive of any space in garages, porches and finished basements.

8. **FENCING AND COMMUNICATION STRUCTURES:**

Any proposed fencing or communication structures including, but not limited to, radio and television antennas or satellite dishes shall be approved by the Developer.

9. **GARAGES AND CARPORTS:**

All garages shall be enclosed with doors that open to the side (not facing the street) with the exception of those on corner lots; or have hidden carports.

10. **LIABILITY FOR DAMAGE:**

Damage rendered to the subdivision by subcontractors or suppliers whose presence in the subdivision is directly due to the construction site of the owner shall become the liability of the owner of the lot. Such damage shall include, but not be limited to, storm drain facilities, concrete spills on roads and cracked road surface.

11. **VEHICLES:**

All trailers or recreational vehicles, trucks other than small vans, and boats or boat trailers, shall be parked so as to be out of view of the public road right-of-way. No disabled, wrecked, or otherwise unusable truck, automobile, motorcycle or similar equipment may be brought onto any tract for the purpose of dismantling same for any purpose other than the complete restoration of the personal vehicle. Any such restoration or repairs must be performed in an inconspicuous manner.

12. **SWIMMING POOLS:**

No above ground pools shall be permitted without the permission of Developer.

13. **CLOTHES LINES AND AIR CONDITIONERS:**

No outside clothes lines will be permitted. Window mounted air conditioners will not be permitted in view of the public rights-of way.

14. **DRAINAGE EASEMENTS:**

All landowners in SERENITY FARMS have ingress and egress rights and shall share maintenance and up keep of the public private drives, drainage, entrance, and utility easements and street lights as more particularly set forth in the Declaration of Covenants, Conditions, and Restrictions recorded simultaneously herewith, if any.

15. **SIGNS:**

No signs, advertising signs, billboards, or high and unsightly structures shall be erected on any lot or displayed to the public on any lot, except signs advertising the

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property for sale which shall be limited to one per lot or two per corner with the size not to exceed 450 square inches per sign.

16. **MAINTENANCE OF TRACT:**

The grounds of each lot (whether vacant or occupied) shall be maintained in a neat and attractive condition.

17. **MAIL BOXES:**

Mail boxes of any type consistent with the character of the neighborhood or designated by Developer shall be selected and placed by the owner and shall be maintained by the owner to compliment the residences and the neighborhood.

18. **ENFORCEMENT:**

If anyone bound to observe and comply with these Protective Covenants shall violate or attempt to violate any covenant while the same is in force, it shall be lawful for the Developer (only so long as Developer owns property in the development) or any two owners of estate tracts as presently subdivided on recorded plat, and subject to these covenants, to prosecute any proceeding at law, or in equity, against such violator to prevent, or recover damages for such attempt or violation.

19. **INVALIDATION OF A COVENANT:**

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the provisions which shall remain in full force and effect. These covenants shall likewise be considered separable with respect to their imposition by the undersigned in deeds of conveyance and the undersigned shall be authorized to eliminate the applicability of one or more such covenants by enumerating them in any such deed of conveyance.

20. **NON-WAIVER BY DEVELOPER:**

The failure of the Developer to insist in any one or more cases upon the strict performance of the terms, covenants, conditions, provisions or agreements herein contained shall not be construed as a waiver or a relinquishment in the future of the enforcement of any such terms, covenant, condition, provision or agreement.

21. **ZONING:**

Zoning regulations applicable to property subject to this Declaration shall be observed. In the event of any conflict between any provision of such zoning restrictions and the restriction of this Declaration, the more restrictive provision shall apply.

22. **DISCRETION OF THE DEVELOPER:**

The Developer reserves the right to waive certain requirements or reduce the minimum requirements outlined herein by up to 15 percent of the stated minimum if, prior to construction of a dwelling, the purchaser of a lot obtains approval of the construction plans by the Developer. Developer covenants and agrees with all lot

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Purchasers that any variations permitted hereunder shall be limited to circumstances which will not, in any way, reduce the value of other lots and improvements thereon.

23. TERMS OF COVENANTS:

The above referred to Protective Covenants shall terminate twenty (20) years from the date hereof.

IN WITNESS WHEREOF, the undersigned have hereunto affixed their hands and seals on the date first above written.

Signed, sealed and delivered  
in the presence of:

William R. Childers Jr.

Tommy R. Bruce Sr. (SEAL)  
TOMMY R. BRUCE (Sr.)



Signed, sealed and delivered  
in the presence of:

William R. Childers Jr.

BRUCE DEVELOPMENT, LLC

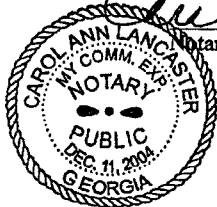
By: Tommy R. Bruce Jr. (SEAL)  
TOMMY R. BRUCE, JR., Its Sole Manager



Signed, sealed and delivered  
in the presence of:

William R. Childers Jr.

Richard V. Harrison (SEAL)  
RICHARD V. HARRISON



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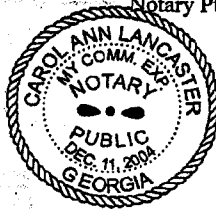
Signed, sealed and delivered  
in the presence of:

William R. Chilens, Jr.

Tommy R. Bruce, Jr. (SEAL)  
TOMMY R. BRUCE, JR.

Carol Ann Lancaster  
Notary Public

Deanna J. Bruce (SEAL)  
DEANNA J. BRUCE



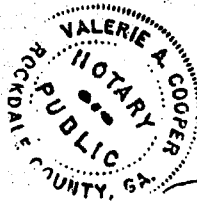
Signed, sealed and delivered  
in the presence of:

Arthur Mervin Richardson

Arthur Mervin Richardson (SEAL)  
ARTHUR MERVIN RICHARDSON  
a/k/a ARTHUR M. RICHARDSON

Notary Public, Rockdale County, Georgia  
My Commission Expires Jan. 31, 2004  
Notary Public

Kimberly Richardson (SEAL)  
KIMBERLY RICHARDSON



Tommy R. Bruce, Sr.  
Witness