

PROTECTIVE COVENANTS

HERITAGE

ADDITION NO. 2

THIS DECLARATION OF PROTECTIVE COVENANTS, made and published this 21st day of November, 1973, by WELLSTON CONSTRUCTION & DEVELOPMENT CO., INC., of Houston County, Georgia, and GEORGIA BANK AND TRUST COMPANY.

WITNESSETH:

THAT WHEREAS, WELLSTON CONSTRUCTION & DEVELOPMENT CO., INC., and GEORGIA BANK AND TRUST COMPANY are the owners of the subdivision known as HERITAGE SUBDIVISION, ADDITION NO. 2, and being a subdivision of all of these certain lots, tracts or parcels of land situate, lying and being in Houston County, Georgia and being shown on a plat prepared by Broxton Surveying Company, dated October 10, 1973, which is recorded in the Office of the Clerk of the Superior Court of Houston County, Georgia, in Map Book 16, Page 293, and

WHEREAS, it is to the interest, benefit and advantage of the said WELLSTON CONSTRUCTION & DEVELOPMENT CO., INC., and GEORGIA BANK AND TRUST COMPANY and to each and every person who shall hereafter purchase any lot in said subdivision that certain protective covenants governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the land;

NOW THEREFORE, for and in consideration of the premises and of the benefits to be derived by WELLSTON CONSTRUCTION & DEVELOPMENT CO., INC., and GEORGIA BANK AND TRUST COMPANY, and each and every subsequent owner of any of the lots in said subdivision, said WELLSTON CONSTRUCTION & DEVELOPMENT CO., INC., and GEORGIA BANK AND TRUST COMPANY do hereby set up, establish, promulgate and declare the following protective covenants to apply to all of said lots and to all persons owning said lots, or any

of them, hereafter; these protective covenants shall become effective immediately and run with the land and shall be binding on all persons claiming under and through WELLSTON CONSTRUCTION & DEVELOPMENT CO., INC., and GEORGIA BANK AND TRUST COMPANY until the 1st day of December, 1983, at which time said covenants may be extended or terminated in whole or in part as hereinafter provided, to wit:

1. LOTS TO WHICH THESE COVENANTS SHALL BE APPLICABLE.

The covenants shall be applicable to all lots shown on plat of survey hereinabove referenced of ADDITION NO. 2, HERITAGE SUBDIVISION.

2. LOAN USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than three cars. PROVIDED further, however, that, subject to the express written consent, as set out in Paragraph 3 and Paragraph 16 below, of the Architectural Control Committee, and subject also to the provisions contained in Paragraph 12 below, a permanent structure suitable for stabling two horses may be constructed, erected or placed on any lot, provided said lot contains an area in excess of one and one-half acres.

3. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plat showing location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony or external design with existing structures and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in 16 below.

4. DWELLING COSTS, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$20,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The Ground Floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,500 square feet for a one-story dwelling.

5. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than 50 feet to the front lot line, or nearer than 30 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line, except that a 2 foot side yard shall be required for a garage or other permitted accessory building located 40 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purpose of this covenant, eaves, steps, carports 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 on a lot to encroach upon another lot.

6. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 80 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 11,200 square feet.

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

8. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

9. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

10. SIGNS. No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, 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 the construction and sales period.

11. 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 structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

12. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes. Provided further that a maximum of two horses may be kept and stabled on each lot conditioned upon the following: (A) No horse shall be placed on any of said lots unless and until a single family dwelling, constructed in accordance with the other provisions contained herein, has been erected on said lot and occupied by the owner thereof. (B) No horse shall be kept or stabled on any lot with an area less than one and one-half acres. (C) No horse shall be kept or stabled on any lot unless suitable and sanitary facilities and accommodations have been constructed on said premises in accordance with the provisions contained in Paragraphs 2 and 3 hereinbefore set out.

13. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

14. SEWAGE DISPOSAL. No individual sewage-disposal system shall be permitted on any lot unless such system is designated, located and constructed in accordance with the requirements, standards and recommendations of the Georgia Department of Public Health. Approval of such systems as installed shall be obtained from such authority.

15. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

16. ARCHITECTURAL CONTROL COMMITTEE.

(A) MEMBERSHIP. The architectural control committee is composed of: WILLIAM H. GEORGE, EDELL DOROUGH and LUCIEN TUNISON. 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 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 the membership of the committee or to withdraw from the committee or 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 representative, fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, or any event, if no suit to enjoin the construction has commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

17. 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 (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

18. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant to either restrain violation or to recover damages.

19. SEVERABILITY. Invalidation of any one of these covenants by judgment or Court Order shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the said WELLSTON CONSTRUCTION & DEVELOPMENT CO., INC. and GEORGIA BANK & TRUST COMPANY have set their hands and affixed their seals the day and year first above written.

WELLSTON CONSTRUCTION & DEVELOPMENT CO. INC.

BY: William H. George
WILLIAM H. GEORGE, PRESIDENT

ATTEST: Edsel G. Dorrough
EDEL G. DOROUGH, SECRETARY

ATTEST: Lucien Tunison
LUCIEN TUNISON

By: Jernane
GEORGIA BANK & TRUST COMPANY

Signed, sealed and delivered
in the presence of:

Linda R. Bryner witness
Notary Public

NOTARY COMMISSION EXPIRES 06/01/79

Recorded - 12/3/73
Tommie S. Hunt, Clerk

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