

SUNBELT PLANTATIONS, INC VOL 0369 PAGE 118

PROTECTIVE COVENANTS

Conditions, Covenants, Restrictions, and Easements affecting property of Sunbelt Plantations, Inc.

THIS DECLARATION, made this 8th day of February 1990, by Sunbelt Plantations, Inc, hereinafter called "Declarant";

WITNESSETH:

Declarant is the owner of the real property described in Clause I of this Declaration, and is desirous of subjecting the real property described in said Clause I to the restrictions, covenants, reservations and charges hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof;

NOW, THEREFORE, Sunbelt Plantations, Inc. hereby declares that the real property described in and referred to in Clause I hereof is, and shall be, held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations, easements liens and charges hereinafter set forth.

DEFINITIONS OF TERMS

Building site shall mean any lot, or portion thereof, or any two or more contiguous lots, or a parcel of land of record and in a single ownership and upon which a dwelling may be erected in conformance with the requirements of these Covenants.

Corporation shall mean Sunbelt Plantations, Inc.

CLAUSE I

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, 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 Tift, State of Georgia, and is more particularly described as follows; to wit:

RECEIVED
TIFT COUNTY
CLERK'S OFFICE
1990 FEB -8 PM 4:30
JOHN T. LINGSEY
CLERK

VOI 0369 PAGE 119

60.909 acres in Land Lot 352 in the 6th Land District in Tift County, Georgia more particularly delineated upon plat of survey thereof entitled "Survey for Sunbelt Plantations, Inc." made by Hampton & Associates Surveying Company, Inc. on September 29, 1989 and recorded in Plat Book 19 on page 295 in the office of the Clerk of the Superior Court of Tift County, Georgia.

Specifically exempted from these covenants are those tracts of land conveyed to Tift County, Georgia by right of way deed dated October 24, 1989 and recorded in Deed Book 360 on page 309 in the office of the Clerk of Superior Court of Tift County, Georgia.

No property other than that described above shall be deemed subject to this Declaration, unless and until specifically made subject thereto.

The Declarant may, 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.

CLAUSE II

GENERAL PURPOSES OF CONDITIONS

The real property described in Clause I hereof is subject to the covenants, restrictions, conditions, reservations, liens, and charges hereby declared to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the owner of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on buildings sites; to prevent haphazard and inharmonious improvements of building sites; to secure and maintain proper setbacks from streets, and adequate free space between structures; and in general to provide adequately for a high type and quality of improvement in said property, and thereby to enhance the value of investments made by purchasers of building sites therein.

1. All lots in said section shall be know, described and used solely as residential lots, and shall be single family dwellings only.
2. No building, house, fence or other structure shall

be erected, placed or altered on any lot in the Subdivision until the building plans, specifications, exterior color or finish, plot plans (showing the proposed location of such building or structures, drives and parking area), and construction schedule have been approved in writing by the Declarant, its successors, or assigns. Refusal or approval of plans, location or specifications by Declarant may be based upon any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Declarant shall seem sufficient. No alterations in the exterior appearance of any building or structure shall be made without like approval. One copy of all plans and related data shall be furnished the Declarant for its records, along with a dated written request to approve or disapprove such plans within twenty (20) days from the date submitted. The party submitting the plans to Declarant shall request a written receipt from Declarant that Declarant has received the plans. Declarant shall, within said twenty (20) days, approve or disapprove the plans in writing by letter to the party submitting the plans. In absence of any writing to the contrary, it shall be presumed that said plans have not been approved.

3. 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; nothing herein contained, however, shall be construed as preventing the use of the same for walks, drives, private swimming pools, tennis courts, and other appropriate private facilities, the planting of trees or shrubbery, the growing of flowers, or ornamental plants or statuary fountains or similar ornamentations for the purpose of beautifying said premises; but no vegetables or grains of the ordinary garden or field variety shall be grown thereon without the approval of Declarant. No weeds, underbrush or other unsightly objects shall be placed or suffered to remain anywhere thereon.

4. It shall be the responsibility of each lot 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 as a whole or the specific area.

5. No trailer, tent, shack, garage, barn, or other out-building erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence, nor shall 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 or modular home shall be parked or erected upon said property.

6. (a) All houses erected upon said property without attached carports or garage, shall have at least 1,900 square feet of heated area.

(b) All houses erected upon said property with attached carports or garages, shall contain at least 1,800 square feet of heated area. All carports or garages shall contain at least 400 square feet.

(c) No buildings or structures other than fences may be erected upon any area within the bounds of the 100 foot wide easement to Georgia Power Company.

7. In the event the owner of any residential lot permits any underbrush, weeds, et cetera, to grow up on any such lot to a height above two (2) feet, (except as part of a landscaping plan approved by the Declarant) and on request, fails to have the premises cut within thirty (30) days, agents of the Declarant may enter upon said land and cut and remove same at the expense of the owner; provided, however, that such expenses shall not exceed One Hundred Dollars (\$100.00) annually. The Declarant, or its agents, may likewise enter upon said land to remove any trash which has collected on said lot at the expense of the owner; provided, however, that such expense shall not exceed One Hundred Dollars (\$100.00) annually. This provision shall not be construed as an obligation on the part of the Declarant or its associates to provide garbage or trash pick-up service. The amounts provided for herein may be raised or lowered annually according to the discretion of Declarant or the committee in accordance with the U. S. Federal Cost of Living Index.

8. Each lot owner shall provide receptacles for garbage in a screened area not generally visible from any road. Garbage disposals are suggested for use in all residences.

9. No livestock, birds, fowl or animals of any kind, except cats and dogs or any other household pets, shall be kept or harbored upon any lot. The Declarant at any time and for any reason, in its discretion, may limit or prohibit the harboring and keeping of any or all animals hereunder. Birds (pets) shall be confined in cages. The Declarant may at its discretion declare any animal a hazard to the community and upon request, owner shall remove same from the premises within thirty (30) days from date of request.

10. No placards or advertising of any nature, other than as related to the sale or leasing of any property, in said Subdivision, shall be placed and maintained upon any lot of said section or in or upon any building which may be erected thereon. However, in no event shall such placards or signs exceed two square feet.

11. The owner reserves unto itself, its successors and assigns, a perpetual, alienable and reasonable easement and right on, over and under the ground to erect, maintain, and use electric and telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone, gas, sewage, water or other public conveniences or utilities on, in, or over the front ten (10) feet of each lot adjacent to any street and on, in, or over the rear ten (10) feet of each lot. These easements expressly include the right to cut any trees, or bushes, et cetera, or ditching and like action reasonable or necessary to provide economical utility installation. All houses erected upon said property shall use Georgia Power Company underground service.

12. No lot may be resubdivided; no more than one

residence shall be erected upon any one lot; and no lot shall be diverted to roadway purposes by the purchaser thereof.

13. All driveways shall be paved from street right of way line or from paved street, if street is paved, to house on said lot. The Declarant reserves the right to change the lines on any unsold numbered lot.

14. No building shall be erected on said property until a set back distance is set by the Declarant and Tift County Health Department to determine the distance from front street right of way line to supporting structures of the building or nearer than 15 feet to any side property line.

15. All clothes lines or drying yards shall be so located as not to be visible from the street serving the premises or from the waterfront.

16. No owner of any part of the property will do or permit to be done any act upon his property which may be or is or may become a nuisance.

17. 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 upon said property.

18. In the event the undersigned Declarant should surrender its charter and cease to exist as a corporation or desire to delegate its powers, rights and authority hereunder, the undersigned may designate an architectural control committee consisting of three home owners in said subdivision, which committee shall have all the powers, rights and authority given to Declarant hereunder unless otherwise restricted in writing by Declarant. Should one of the designated home owners cease to own a home in said Subdivision or in the event of the death or resignation of any member of the Committee, a majority of the remaining members shall have the full authority to designate a successor. A majority of the committee shall prevail on any issue before the committee.

19. The Declarant, or the architectural control committee, as the case may be, shall not be entitled to any compensation for services performed pursuant to these covenants. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers or duties. The Declarant, or the committee, as the case may be shall have the authority to waive building location restrictions where it appears that an undue hardship or excessive expense would incur to the lot owner if required to comply with same. However, any such change shall not take away from the beauty and harmony of the external designs of said sub-division and in no event shall the Declarant or committee have the authority to lower the minimum dwelling size of any residence.

20. Declarant, or committee, as the case may be, reserves the right and privilege to require either at the time of purchase of any lot herein, or by separate contract,

0369 PAGE 123

that any property owner shall pay a pro-rata share for any paving costs for paved roads adjacent to land owners' premises. This shall not apply in the event the road adjoining the respective landowner is paved by public authorities at no cost to landowners.

21. 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 date, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the building sites covered by these covenants it is agreed to change said covenants in whole or in part.

22. If the parties hereto, or any of them, or their heirs, or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said tract, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from so doing or to recover damages or other dues for such violation.

23. Invalidation of any one of these Covenants or any part thereof by judgment, or court order, shall in no wise affect part of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said Sunbelt Plantations, Inc. has hereunto set its hand and affixed its seal, the day and year first above written.

SUNBELT PLANTATIONS, INC.

BY: W. N. Adcock, Jr. (LS) President

ATTEST: Robert W. Adcock (LS) Secy/Treas.

Signed, sealed and delivered in the presence of on Feb. 8, 1990:

Cathy K. Walters

James A. Marshall
N. P. JAMES A. MARSHALL
NOTARY PUBLIC, TIR Co., Georgia
My Commission Expires 10-09-1993

