

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

797

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made and entered into this 22nd day of February 1983, by GEORGETOWN ASSOCIATES, a Georgia Limited Partnership, hereinafter called "Owner".

W I T N E S S E T H :

WHEREAS, the Owner is the owner of that certain parcel of real property located in Chatham County, Georgia, more particularly described on Exhibit "A" attached hereto and by reference made a part hereof.

NOW, THEREFORE, the Owner hereby declares that the property shown on Exhibit "A" shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth herein as follows:

1. General. It is to the interest, benefit and advantage of Owner and to each and every person who shall hereafter purchase the property described on Exhibit "A" 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.

2. Enactment. The property, and any lots or subdivided portions of the property, shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, and these covenants shall become immediately effective and run with the land.

Filed For Record At 2:33 O'Clock P.M. On The
25 Day Of Feb 1983
Recorded In Record Book 120-C folio 797
On The 25 Day Of Feb 1983

CLERK SUPERIOR COURT, CHATHAM CO., GA.

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CLERK S.C.C. CHATHAM CO., GA.

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3. Land Use and Building Type. No portion of the property shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any portion of the property other than a detached single-family dwelling not to exceed two and one-half stories in height and a private garage or carport for not more than three cars and other non-commercial out buildings used for storage and recreation.

4. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any portion of the property if cost of construction is less than \$50,000.00 based upon cost levels prevailing on the date these covenants are recorded and adjusted from time to time to reflect any increase in the Cost of Living as promulgated by the U.S. Commerce Department, it being the intention and purpose of this 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 costs stated herein for the minimum permitted dwelling size. The ground floor living area of a single dwelling located on any portion of the property shall not be less than 1,500 square feet of heated area. In case of a two story or one and one-half story dwelling located on any portion of the property, the ground floor living area shall not be less than 1,000 square feet.

The ground floor living area shall not include carports, garages, porches, patios, exterior storage rooms or other unfurnished areas. No dwelling house shall be erected without providing a parking space consisting of a durable surfaced area sufficient in size to hold at least one standard automobile, exclusive of a surfaced driveway connecting the parking space with a street and permitted ingress and egress of an automobile.

5. Building Location. No building shall be located on any portion of the property nearer to any lot line than 50 feet. Should the property be subdivided, no building shall be located nearer than 20 feet to any interior lot line. Detached garages not more than one story in height may be erected and maintained within the rear property line setback, but not nearer than 30 feet from the rear line of the property. No improvements may be placed in or upon land reserved for easements. For the purpose of this



covenant, eaves, steps or uncovered patios shall not be considered as 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 any other lot.

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

7. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporary or permanent. No mobile home or bus shall be located on any portion of the property overnight.

8. Signs. No sign of any kind, excepting signs identifying the owners, shall be displayed to the public view except one professional sign of not more than 8 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.

9. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any portion of the property, except that horses, dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

10. Garbage and Refuse Disposal. No portion of the property 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.

11. Duration. The covenants, conditions and restrictions set out herein shall run with and bind the land for a term of 20 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years, unless at the expiration of the 20 year term or at any 10 year extension period the covenants, conditions and restrictions are expressly terminated by an instrument signed by not less than 75% of the owners of the property. A termination must be recorded.



12. Enforcement. Any owner of the property or the Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

13. Severability. Invalidation of any one of these covenants or restrictions by a judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

IN WITNESS WHEREOF, the Owner, Georgetown Associates, a Limited Partnership under the laws of the State of Georgia, has caused these presents to be duly executed by its authorized General Partner, as of the day and year first above written.

GEORGETOWN ASSOCIATES, a Limited Partnership

By: Erwin A. Friedman
Erwin A. Friedman
General Partner

Executed in the presence of:

Acacia Morgan
Anchel S. Samuels

ANCHEL S. SAMUELS
Notary Public, Chatham County, Ga.
Expires Dec. 2, 1993

