

**AMENDED AND RESTATED
RESTRICTIVE COVENANTS PERTAINING
TO THE VILLAGE AT PLUM NELLY**

WHEREAS, I, JEFF McBRYAR (hereinafter referred to as "Developer"), am the owner of certain real property located in Land Lot No. 114 in the 11th District and 4th Section of Dade County, Georgia, as shown by plat of record in Plat Book A-161D in the Office of the Clerk of the Superior Court of Dade County, Georgia; and

WHEREAS, I am in the process of developing portions of said property as a residential subdivision, the same to be known and designated as THE VILLAGE AT PLUM NELLY with subdivision plat or plats to be prepared and recorded in the Office of the Clerk of Superior Court of Dade County, Georgia; and

WHEREAS, it is my intent and purpose to develop a desirable residential subdivision, and to protect my interest in the development thereof, and the interests of parties acquiring ownership of lots in said subdivision;

NOW THEREFORE, I do hereby impose upon such portions of the property now owned by me and located in land Lot No. 114 in the 11th District and 4th Section of Dade County, Georgia, as may be platted and subdivided as THE VILLAGE AT PLUM NELLY the following covenants and restrictive conditions, which shall constitute covenants running with the land, and shall attach to each and every lot to which the same may apply, whether referred to in subsequent conveyances or not, to-wit:

1. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other wastes shall not be kept except in sanitary and animal-proof trash receptacles.

2. PARKING: Parking on each lot is limited to one car per licensed driver, with nor more than three (3) cars parked on any lot except for guests.

3. PETS: All animals shall be kept on a lease or in a fence at all times. Dangerous or violent animals shall not be permitted.

4. OUTBUILDINGS: Free-standing garages and other accessory buildings are permitted, but may not be used for permanent or temporary residential purposes. No metal buildings shall be placed on any lot. All outbuildings proposed to be erected or placed on any lot must be approved by Developer or by any homeowners' association when formed.

5. SEWER SERVICE: No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of both state and local public health authorities. Approval of such systems as installed shall be obtained as provided by law. There shall not be erected, permitted, maintained, or operated on any lot any privy, cesspool, vault or any form of privy, except such sewage system as meets the requirements of all governmental authorities which have jurisdiction. All dwelling units shall be connected to a public sewer or have a septic tank and field lines of the type and quality approved by the State of Georgia Department of Health.

6. WATER SUPPLY: No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards, and recommendations of both state and local public health authorities. Approval of such systems as installed shall be obtained from such authorities. Each dwelling home when built must utilize as its' main source of water supply the existing public water supply notwithstanding the other provisions contained herein.

7. NUISANCE: No property owner will do or permit to be done any act upon his property which may be or is or may become a nuisance to other property owners or residents. No livestock or fowl shall be kept or allowed to remain on any lot other than ordinary house pets. Commercial breeding of dogs shall not be allowed.

8. BUSINESS USE: No trade or business may be conducted in or from any residence, except that an owner or occupant may conduct business activities within a residence as long as:

i. The existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the unit;

ii. The business activity does not require excessive public access or door-to-door solicitation of residents of The Village at Plum Nelly; and

iii. The business activity is consistent with the residential character of the property, does not constitute a nuisance or a hazardous or offensive use, or otherwise does not threaten the security and safety of the other residents of The Village at Plum Nelly.

9. LAND USAGE: No weeds, garbage, or refuse piles, hazardous materials, trash, deteriorating vehicles, auto parts, or other unsightly objects shall be allowed to be placed or suffered to remain on any part of any lot, including vacant building sites.

10. WILD ANIMALS AND FIREARMS: There shall be no hunting, trapping, harm to animals, game, or water species, target or trap shooting or discharge of firearms on any lot.

11. TANKS: All propane tanks and other such tanks shall either be screened from the road view and adjoining lots or buried.

12. STANDING TREES: Clear cutting of any lot is prohibited and any cutting or clearing of trees shall not exceed sixty (60%) percent of the total acres or area contained in the lot. Lot owners must keep their lot in an orderly and neat condition free of excess debris and fallen trees.

13. FENCES: Fencing shall be permitted only for small areas for owner's animals, pets, gardens, and security purposes. In no event shall fences installed become an obstruction for the normal passage and traversing of wildlife or interfere with sight lines from roadways. All fencing must be approved by Developer or by any homeowners' association when formed.

14. SATELLITE DISHES AND ANTENNAS: Satellite dishes and antennas must be screened. No antennas of a commercial nature shall be constructed or kept on any of the lots and no antenna shall exceed 40 feet in height.

15. DWELLING SIZE AND PLACEMENT: No more than one dwelling shall be constructed on any lot. No dwelling unit or any part thereof, nor any other structure shall be located nearer than 25 feet to any side or interior lot or property line. No lots may be subdivided.

16. MAINTENANCE FEES: Until such time as a homeowners' association is formed there will be assessed against each lot an annual maintenance fee of \$350.00 to be paid per lot to Developer for road maintenance and common area maintenance.

17. HOMEOWNERS' ASSOCIATION: At such time as there are at least 5 lots sold in the development a homeowners' association may be formed subject to the following:

- i. Each lot shall have one (1) vote in all decisions.
- ii. All decisions shall be by majority vote.
- iii. Once formed the homeowners' association shall be entitled to make all decisions concerning matters otherwise reserved by Developer, including but not limited to maintenance fees, fence and outbuilding approval, and so on.

18. CONSTRUCTION OF BUILDINGS: Developer shall construct all buildings erected on any lot within fifteen (15) years of the date of the recording of these covenants in the Office of the Clerk of the Superior Court of Dade County, Georgia, and no lot owner shall be entitled to contract with others for the construction of buildings in said development; provided, however, that Developer may, at his sole option, choose to waive this requirement. All buildings erected shall be constructed in accordance with all applicable buildings codes and standards.

19. ROADS AND ROADWAY MAINTENANCE: Said development shall be served by that roadway designated as Sourwood Trail as shown on said survey plat of record in Plat Record A-161D in the Office of the Superior Court Clerk of Dade County, Georgia, and additional plat or plats, and all purchasers of lots in said development shall be entitled to use said roadway for ingress and egress and for placement of utility lines and services hereafter, said Sourwood Trail to be a perpetual easement for ingress and egress and placement of utility lines. Developer shall be responsible for roadway maintenance and shall insure that all roadways are passable until such time as a homeowners' association is formed or until such time as the roadways in said development may become public roads, whichever shall first occur.

20. PRIOR RECORDING: These amended and restated covenants and restrictions shall supplement those heretofore recorded in Deed Book 505, Pages 10-14 in the Office of the Clerk of the Superior Court of Dade County, Georgia, it being the intention of the Developer that this instrument shall set forth those covenants and restrictions imposed on the lands in said development.

21. OTHER PROVISIONS:

i. TERM: These covenants shall run with the land and shall be binding on all parties and all persons claiming ownership of lots in The Village at Plum Nelly for a period of twenty (20) years from the date these covenants are recorded in the Office of the Clerk of the Superior Court of Dade County, after which time said covenants shall automatically be renewed for successive periods of twenty (20) years unless a majority of the owners of lots in said development shall agree to revoke or revise the same.

ii. ENFORCEMENT: Enforcement shall be by proceeding at law or in equity against any persons or entities violating or attempting to violate any covenant or restriction set forth herein, either to restrain violation or recover damages from the violation of same, or both.

iii. SEVERABILITY OF PROVISIONS: Invalidation of any one of these covenants by judgment or court order shall in no wise affect the viability of any of the other provisions contained herein, which other provisions shall remain fully in effect thereafter.

IN WITNESS WHEREOF, I, JEFF MCBRYAR, Owner and Developer,
have hereunto set my hand and seal this _____ day of
_____, 2016.

JEFF MCBRYAR (SEAL)

SIGNED, SEALED and DELIVERED
on the _____ day of _____,
2016, in the presence of:

WITNESS

NOTARY PUBLIC

My Commission Expires: _____

THIS DOCUMENT PREPARED BY:

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RestrictiveCovenantsVillageatPlumNelly.516