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RESTRICTIVE COVENANTS ON WINDY ACRES SUBDIVISION

WHEREAS, W. B. Chambers and Joan Frasson, are the owners of certain property known as Windy Acres Estates as is more fully described by a plat thereof being of record in Dade County, Georgia, Deed Records, Plat Book 7 at page 63; and

WHEREAS, it is the intent, purpose, and desire to insure the proper development of said subdivision into a residential area, and for such purposes there is hereby imposed upon the said lots in Windy Acres Subdivision (but not to apply to any other properties of owners adjacent to or in the area thereof or to Subdivisional Lots Nos. 18, 22, 23, and 24 as shown in the above mentioned plat) the Restrictive Covenants and Conditions herein set forth, which shall be a part of the consideration for the conveyance of each of said lots, in said Subdivision, and shall run with the land, the same being for the use and benefit of the present and future owners of lots in said Subdivision, and to be effective whether referred to in subsequent conveyances or not:

1. All lots in this Subdivision shall be used for residential purposes only, and the same shall be restricted to single family residences, not to exceed two stories in height, excluding basement.
2. The minimum set back line of each dwelling from the street it faces shall be 50 feet; and no dwelling shall be located nearer than 25 feet to any side lot or property line, nor nearer than 25 feet to any side street line, exclusive of porches, stoops, steps, or similar accouterments.
3. The minimum living area of each residence shall not be less than 1,500 square feet of livable area, by external measurement, and this shall be exclusive of any porches, breezeways, garages, carports, or similar attachments. No mobile type of home or trailer shall be placed, kept or maintained on any lot in the Subdivision, nor shall the same be used for residential purposes.
4. There shall be no exposed concrete block on the exterior of any building except small amounts thereof which may be used for decorative purposes. Excluded from this provision will be rock and brick exterior.
5. There shall be no temporary dwellings placed or erected on the premises, nor occupied as a residence, nor shall any structure be occupied until a dwelling house conforming to the provisions of this Instrument shall have been erected and fully completed thereon. This provision is not meant to prevent the erection of small outbuildings for use as storage buildings for lawn mowers, garden tools, and similar devices. There shall be no metal siding outbuildings and all outbuildings shall be constructed to conform to and match the exterior appearance of the residence. All residences and landscaping must be completed within one year of the commencement of construction.
6. No fowls or animals, other than the usual domestic pets, shall be kept or permitted to remain on the premises. This shall expressly exclude chickens and hogs from the premises. There shall be no kennels nor commercial breeding of any domestic pets. No domestic pets shall be permitted to roam free.
7. No noxious or offensive trade or illegal use of any kind shall be made or carried on upon any lot, nor shall anything be placed or done on any lot in the Subdivision

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 9:30 AM 5/31/2006
 By Matthew J. [Signature]
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which may be or become a nuisance or an annoyance to the neighborhood. A residence may be used in part for commercial or business purposes so long as there shall be no visible evidence or signs of such use nor shall the residence be used to receive business customers. The storing or accumulation of debris, junk or similar items so that the same is visible to the public is strictly prohibited.

8. No residence shall be occupied unless the same is served by a septic tank or sewage disposal system conforming to the requirements of the Board of Health having jurisdiction over the premises.

9. No lot shall be subdivided.

These covenants are to run with the land and shall be binding on the parties and all persons claiming under them.

In the event any one or more of the restrictive covenants above set forth shall be violated by any person, then the person or persons guilty of such violation shall be subject and liable to be enjoined or sued for damages by proper process for such violation, and shall be liable for the payment of all costs and reasonable attorney's fees incident to litigation, and shall be liable for such other and additional, consequential and incidental damages as may accrue.

The owners reserve unto themselves, their heirs, devisees, successors or assigns, the full right and privilege of waiving any violation of these restrictive covenants, which they, in their sole discretion, shall deem to be minor in character, and will not adversely affect the purposes sought to be attained by these restrictive covenants.

In the event that any of the covenants herein shall be deemed to be invalid and unenforceable by a court of competent jurisdiction, then only that part so found shall be deemed to be invalid and such invalidity shall not affect the other covenants.

IN WITNESS WHEREOF, W. B. Chambers and Joan Presson have signed, sealed and delivered this instrument on this 31st day of May, 1994.

W B Chambers
W. B. CHAMBERS

Joan Presson
JOAN PRESSON

John Crisp
WITNESS

Sworn to and subscribed before me this 31st day of MAY, 1994.

John Crisp
NOTARY PUBLIC
My Commission Expires: 1-23-98
CLAY COUNTY, GEORGIA

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