

RESTRICTIVE COVENANTS

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 NOW, THEREFORE, for the protection of the Owners of Lots 1-21 of HERITAGE ESTATES, the undersigned hereby declaring he is the owner of Lots 1-21 of HERITAGE ESTATES SUBDIVISION does hereby impose on lots 1-21 of HERITAGE ESTATES SUBDIVISION the following Restrictive Covenants, which shall run with the land, to wit:

(1) That said lots shall be devoted exclusively to residential use and only one single family dwelling can be erected on a lot, however, in-law apartments are acceptable. Any outbuilding erected must conform to the design, color and style of the residence. Where propane gas is used the tank must be concealed. Swimming pools, out-door cooking areas are permissible. All outbuildings must be to the back of the house. Satellite dishes must be to the rear of the dwelling.

(2) Specifically, it is provided that none of said lots, or any part thereof, shall be used for a road right-of-way and there shall be no provision for road right-of-way upon or across said lots, or any part of a lot, unless specifically authorized in writing by the undersigned, who reserves the right and privilege of designating any one or more lots, or part of lots to be used for road right-of-way purposes, including a public street or road; and any party or parties purchasing lots in said subdivision are hereby charged with knowledge of such fact, and that lots may not be used for roadway purposes without such authority. The rights reserved with reference to said roadways are specifically reserved for successors or assigns.

(3) No structure of temporary character, such as, but not limited to, trailers, basements, tents, shacks, garages, barns or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently; nor shall any residential dwelling be occupied until it is completely finished on the outside, and said dwelling must be completed on the outside and interior completed sufficiently to look completed from the outside within one year from time construction is commenced. All debris must be cleaned up from the building site within one year from the start of construction of the house.

DAWSON COUNTY, GEORGIA

Filed and recorded in the office

Recorded in Deed Book

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 NORMAN L. STONE, Clerk

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(4) That, no dwelling of less than 1,950 sq. ft. interior floor area be erected and said dimensions shall be exclusive of open porches, garages and basements. This shall apply to the dwelling house proper and not to such out-buildings as ordinarily appertain to dwelling houses. In case of a two-story dwelling, the ground floor shall have no less than 1,350 sq. ft. of living area.

(5) Any dwelling or outbuildings on any part of the plot herein described shall be neatly painted or stained, unless made of brick or stone. All foundation walls must be faced with brick or stone around the entire perimeter of the building. No exposed concrete blocks, no stucco and no asbestos siding may be used. Houses shall front on the main street with the double garage or double carports fronting away from the street.

(6) All plans for any dwelling, outbuilding, fence or other structures must be submitted to the subdivision plans committee and approved by said committee prior to commencement of construction. The committee shall not be unreasonable in respect to such plans and specifications submitted to it nor arbitrarily withhold its approval, providing the plans and specifications, designs, location and type of construction and the quality thereof is in keeping with the neighborhood and other homes in the subdivision. Such approval will be conclusively presumed to have been granted after a dwelling has been completed for a period of 90 days without any legal action having been instituted with reference thereto, under the enforcement provisions of this instrument.

(7) That all driveways on lots shall be constructed of plant mix asphalt or concrete. A lamp post shall be erected at each driveway.

(8) A minimum of five (5%) per cent on the lot price must be used for landscaping of the lot after dwelling exterior is completed. This must be done no later than one year from completion of exterior of building.

(9) The Subdivision Committee shall be composed of Bill Hawthorne, Jerry Hawthorne and two homeowners living in the subdivision. The two homeowners living in the subdivision shall be selected by the subdivision association, if any, and if not, by Bill Hawthorne and Jerry Hawthorne (their heirs or assigns).

146 (10) A 10 foot right-of-way is reserved by developer along the street for landscaping purposes, including planting of trees, scrubs, etc. Property owner agrees to maintain such plants or trees and not destroy them without written permission from the Subdivision Committee.

(11) No lot shall be resubdivided, but shall remain as shown on said plot, except or unless the undersigned shall rearrange the boundaries on any lots.

(12) No fowls, mules, horses, cattle, sheep or other like animals shall be kept or allowed to remain upon said premises, neither shall sheep, goats, swine or any such animal belonging to the owners or occupants thereof be allowed to roam or run at large on the streets or alleys bounding said premises. There shall be no commercial breeding of dogs in the subdivision nor shall kennels be allowed in the subdivision.

(13) Streets may not be used for vehicle parking between the hours of 2 a.m. and 8 a.m. At no time may the street be used on a regular basis for vehicle parking. No junk or unused cars will be permitted on property if exposed. Property cannot be used for maintenance of construction equipment such as trucks, tractors, dozers or other like equipment on a regular basis.

(14) The subdivider reserves the right to mow the grass and weeds on any lot not built upon at the owner's expense, if the owner does not mow same.

(15) No trailer shall be allowed on any lot or parcel in said subdivision except that motor homes, campers, boats, truck campers and travel trailers may be parked on said lots or parcels if parked behind front line of dwelling.

(16) Before any dwelling on said premises shall be occupied, a septic tank approved by the constituted public authorities for sewage disposal shall be installed, all sewage from the premises shall be turned into such tank and the same shall be continuously maintained in proper state of sanitation; provided, that upon any approved system of sewers being installed for the use of the community on which said premises are located and upon proper connection of the premises therewith, said septic tank may be abandoned.

(17) That for the purpose of property improvement, the undersigned, reserves the right to make deviations and or revisions from these Restrictive Covenants in case of conditions which might develop in the Subdivision development stages which might require deviations and or revisions to facilitate reasonable and full development and use of the land; and to grant minor variations from these Restrictive Covenants, where same would not materially affect the purposes sought thereby.

(18) No fences shall be erected or maintained in front of the front line of the residence on each lot. All fences built must be of wood construction.

(19) The undersigned, reserves for themselves, their successors, heirs and assigns, a permanent easement under, along and over the easements as shown on the master plan or the development for caring of utilities, water or sewage and for necessary maintenance of such facilities. Nothing shall be done on any lot that interferes with natural drainage of surface water to the injury of other property.

(20) If any owner at any time violates or attempts to violate any of the covenants, conditions, restrictions, agreements, reservations or easements herein provided, any other owner may prosecute any proceedings at law or in equity against the owner or owners violating or attempting to violate and to prevent them from doing so or to recover damages for violations or to obtain specific performance of these covenants.

(21) The provisions herein contained shall inure to the benefits of and be enforceable by: (a) The undersigned, their successors, heirs, executors, administrators or assigns (b) the grantees in deeds conveying land in said subdivision, their respective heirs, executors, administrators or assigns; or (c) any subsequent owner of any land in said subdivision. The failure of any of the above enumerated persons or organizations to enforce any restrictions, conditions, covenants or agreements herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or any breach prior or subsequent thereto.

148 (22) No sign of any kind shall be displayed to the public view on any lot except two professional signs of nor more than five square feet advertising the property for sale, or signs used by the developers to advertise the property during the construction or sales period.

(23) Except as otherwise expressly provided herein, the covenants and restrictions of this Instrument shall run with and bind the land, and shall inure to the benefit of and be enforceable by the undersigned or owner of any land subject to this Instrument, their respective legal representatives, heirs, successors and assigns for a term of twenty (20) years from the date this Instrument is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action taken.

(24) Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise effect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, has executed this Instrument on this 29 day of ~~September~~ <sup>December</sup>, 1986.

Bill Hawthorne (SEAL)  
BILL HAWTHORNE

Signed, sealed and delivered in the presence of:

Lisa Leem  
WITNESS

Janice Benton  
NOTARY PUBLIC