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RESTRICTIVE COVENANTS ON MIDDLETON ESTATES, DADE COUNTY, GEORGIA

WHEREAS, WE, RALPH D. PORTER AND JAMES H. HELMS, are owners of certain real property located in Land Lots Nos. 171 and 172, in the 19th District, and in Land Lot No. 6, in the 18th District and 4th Section of Dade County, Georgia,

WHEREAS, WE are in the process of developing a portion of said property as a residential subdivision, the same to be known as MIDDLETON ESTATES, with subdivision plats to be prepared and recorded in the Office of the Clerk of Superior Court of Dade County, Georgia of the said subdivision, or portions thereof, as the same from time to time may be platted and subdivided; and,

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

NOW, THEREFORE, We do hereby impose upon such portion or portions of the property now owned by us, located in Land Lots 171 and 172, in the 19th District, and Land Lot 6, in the 18th District and the 4th Section of Dade County, Georgia as may be platted and subdivided, as Middleton Estates and as will be shown by plats thereof to be recorded in the Office of the Clerk of Superior Court of Dade County, Georgia, with the express stipulation that the provisions of this instrument shall apply only to such portion of the land now owned by us, (as may be so platted and subdivided as Middleton Estates, and shown by such plats filed and recorded in the Office of the Clerk of Superior Court of Dade County, Georgia) 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:

1. LAND USE AND BUILDING: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one-family dwelling. No lot will be subdivided into any parts.
2. ARCHITECTURAL CONTROL: No building shall be placed, erected or altered on any lot until the construction plans and specifications and a plan of location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing buildings, and as to respect to topography and finish grade elevation. No fence, wall or blind shall be erected, placed, or altered on any lot, or nearer to any street than the minimum setback line, unless similarly approved. No through roads shall be constructed.
3. DWELLING QUALITY AND SIZE:
 - (a) It is the intent and purpose to assure that all dwellings shall be of quality workmanship and materials substantially equal to or better than the workmanship and materials which can be provided on the date this instrument is recorded in the Office of the Superior Court of Dade County, Georgia, for the minimum dwelling size herein provided for. The ground floor of the main structure, exclusive of open porches and garages shall be not less than 1300 square feet for a one story dwelling nor less than 1600 total square feet in a multi-floor dwelling;
 - (b) Only quality materials design will be acceptable in the construction of any residence upon any lot, and no permastone nor exposed concrete blocks, nor asbestos shingles shall be used in the above construction of the premises. No concrete blocks shall be used above the finished ground elevation, unless said blocks are covered with bricks, veneer, or stone, or substance approved by the Architectural Control Committee;

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(c) Any damage done to street or curbing by the owner of any lot or by a contractor employed to build a residence on any lot, will be repaired immediately at the expense of the owner or contractor;

(d) No garage or carport may open on the street fronting the residence without specific approval, in advance, of the Architectural Control Committee. Such approval must be in writing and recorded in the Office of the Clerk of Superior Court of Dade County, Georgia.

4. PROHIBITING OF COMMERCIAL USE OR NUISANCE: No trade or business of any kind or character, nor the practice of any profession, nor any building or structure designed or intended for any purpose connected with any trade or building, or practice of any profession, nor any occupation and use for profit shall be permitted or maintained upon any of the lots, and no livestock or fowl shall be kept or allowed to be or remain on any lot, except only for horses on a lot of 5 acres or more, although ordinary house pets may be kept by the owners of the lots, but there shall be no commercial breeding. No motorcycles or go-carts will be allowed, except to enter or exit to or from the property owners lot.

5. TEMPORARY STRUCTURES: No structure of an temporary character, trailer, basement, tent, shack, garage, barn, or other outbuildings shall be used on any lots at any time as a residence either temporary or permanently. Any camper, boat trailer, etc., which may be maintained on any lot in the subdivision, must be housed in a garage, carport, or kept out of site of the street.

6. SIGNS: No signs of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale during construction and sales period.

7. OIL AND MINING OPERATIONS: No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or others structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

8. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as 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.

9. 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 authority.

10. SEWAGE DISPOSAL: No individual sewer 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 from such authority.

11. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet from the intersections of the street lines, or in the case property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply to any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance

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of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

12. SET BACK LINES: Any residence constructed upon any lot in said Middleton Estates must set back a minimum of 75 feet from the front line or a minimum distance of 15 feet from each lot or property line, and must not be located nearer than 50 feet to any rear lot or property line.

13. ARCHITECTURAL CONTROL COMMITTEE:

(a) Membership: The Architectural Control Committee is composed of three members. A majority of the committee may designate a representative to act for it. The initial committee shall be comprised of Ralph D. Porter, James H. Helms and one other person named and designated by them. Thereafter, in event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded owners of a 2/3 majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or restore to it any powers and duties.

(b) Procedure: The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied.

13. GENERAL PROVISIONS:

(a) Term: 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-five years from the date these covenants are recorded, after which time said covenants shall be automatically signed by a majority of the then owners of lots has been recorded agreeing to change said covenants in whole or in part.

(b) Enforcement: Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

(c) Severity: In validation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, WE RALPH D. PORTER AND JAMES H. HELMS have hereunto set our hands and seal this 15th day of FEBRUARY, 1990.

Ralph D. Porter (SEAL)
RALPH D. PORTER

James H. Helms (SEAL)
JAMES H. HELMS

signed, sealed and delivered in the presence of:

Sarah D. Moore

WITNESS
Martin's Justice
NOTARY PUBLIC

DADE COUNTY, GEORGIA My Commission Expires Feb. 17, 1992
My Commission Expires

