

Return to

#044177

RESTRICTIVE COVENANTS ON PINE CREST SUBDIVISION

WHEREAS, Wildwood Development Company, a Corporation, is the owner of property in Dade County, Georgia, which has been subdivided as Pine Crest Subdivision, Unit No. One (1), comprising 35 lots, plat thereof being of record in the Office of the Clerk of the Superior Court of Dade County, Georgia; and,

WHEREAS, it is the intent, purpose, and desire of Wildwood Development Company 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 Pine Crest Subdivision, Unit One (1) (but not to apply to any other properties of Wildwood Development Company, adjacent to or in the area thereof) 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 25 feet; and no dwelling shall be located nearer than 10 feet to any side lot or property line, nor nearer than 20 feet to any side street line, exclusive of porches, stoops, steps, etc.

3. The minimum living area of each residence shall not be less than 1,000 square feet of livable area, by external measurement, and shall be exclusive of any porches, breezeways, garages, carports, etc. 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 may be used for decorative purposes.

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.

6. That no fowls or animals, other than the usual domestic pets, shall be kept or permitted to remain on the premises, which shall expressly exclude chickens and hogs; and there shall be no kennels and commercial breeding of any such domestic pets on any lot in the Subdivision.

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 which may be or become a nuisance or an annoyance to the neighborhood.

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

FILED IN CLERK'S OFFICE
DADE COUNTY, GEORGIA,

9:00 am 10-2 1976
Betty Magan Clerk

DRAFTED BY
HALE & ELLIS, Attorneys At Law
722 CHERRY STREET

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 30 years from the date hereof.

In the event any one or more of the restrictive covenants above set forth shall be violated by any party either owner or tenant then the party or parties guilty of such violation shall be subject and liable at the suit of Wildwood Development Company its successors or assigns, or of the then constituted public authorities to be enjoined by proper process from such violation, and shall be liable for the payment of all costs and reasonable Attorney's fees incident to litigation, which are agreed upon as liquidated damages, and shall be liable for such other and additional damages as may accrue.

Wildwood Development Company reserves unto itself, its successor or assigns, the full right and privilege of waiving any violation of these restrictive covenants, which it deems to be minor in character, and will not adversely affect the purposes sought to be attained by these restrictive covenants.

IN WITNESS WHEREOF Wildwood Development Company has caused its corporate name to be signed, by its President, and its corporate Seal to be impressed by its Secretary, on this the 2nd day of September, 1975.

WILDWOOD DEVELOPMENT COMPANY

BY: Charles E. Young
President

ATTEST:
Bryan Boyd
Secretary

C. Lamar Graves
(Witness)

Jean G. Bette
Notary Public

Hamilton County, Tennessee

My commission expires:

1-9-78

copy of plat by [unclear]