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DOC# 002571
FILED IN OFFICE
02/08/2005 01:47 PM
BK:1844 PG:142-146
LINDA D HAYS
CLERK OF SUPERIOR COURT
NEWTON COUNTY

STATE OF GEORGIA

COUNTY OF NEWTON

PROTECTIVE RIVER COVE MEADOWS - PHASE IV

THAT WHEREAS, the undersigned CLINE PROPERTIES & DEVELOPMENT, INC. (hereinafter collectively known as "Developer") is the owners of certain property located in the First Land District of Newton County, Georgia, known as PHASE IV OF RIVER COVE MEADOWS, recorded in Plat Book 42, page 81-186 Newton County, Georgia records; and

WHEREAS, the said CLINE PROPERTIES & DEVELOPMENT, INC. wishes to encourage, promote and control the development of said property for the benefit of itself and prospective purchasers thereof;

NOW THEREFORE, for and in consideration of the premises, the undersigned CLINE PROPERTIES & DEVELOPMENT, INC. does hereby covenant and agree with the prospective purchasers of tracts of land in said development hereinafter provided, to wit:

I. LAND USE AND TRACT SIZE:

A. All lots or parcels to which these covenants are applicable shall be used for single-family residence purposes only and no lot shall be re-subdivided and no more than one dwelling per lot.

B. No temporary house, shack, tent, mobile or modular home shall be erected, placed or moved onto said lots or parcels, either temporarily or permanently, for residential or church purposes. All homes shall be constructed on said property. No move-in homes shall be allowed unless written permission is secured from the Developer in advance.

C. No lots may be used for schools or kindergartens, day care centers, commercial businesses including establishments commonly referred to as traditional home businesses, commercial livestock or kernel operations. Home office occupations may be permitted so long as same meets all of the following requirements: (1) all requirements for such in the Newton County Zoning Ordinance; (2) the occupation does not require any exterior signage; (3) it does not require any outside storage; (4) it does not require the parking of any commercially marked vehicle, trailer or other equipment, and (5) it does not involve the employment of more than one person not otherwise a resident of the lot.

II. PROPERTY MAINTENANCE REQUIREMENTS:

A. No building or structure upon any lot shall be permitted to fall into disrepair, but the same shall be kept in good condition, adequately painted and otherwise finished. In the event any owner shall permit any property covered hereby to grow up in underbrush or other unsightly or excessive grass growth (excepting undisturbed areas), Developer may go upon the property and cut and mow same and may bill property owner for such services at usual and customary rates.

B. Owners of any lot shall be responsible for damage done by their contractors or agents to the rights of way and shoulders of road while a home or other improvements are being constructed on their lot, and shall use due diligence at all times to prevent such damage.

III. BUILDING LOCATION:

A. No building shall be located nearer to a street or side line than indicated by the building line restriction shown on the recorded plat and in no event shall any structure be located within 75 feet of a public roadway or within 30 feet of any adjacent property line. For purposes of these covenants, eaves, steps and open porches not covered by a roof structure shall not be considered a part of a building; provided, however, that this shall not be construed to permit any portion of the building or construction on any lot to encroach upon another lot or upon the easements reserved herein. Provided, however, that in the event it shall become impracticable because of unusual topography or shape of a lot to conform to the required setback lines, the Developer reserves the right to approve a reasonable variance therefrom for that individual lot only, which approval shall be given by the Developer in writing.

B. The elevation of a lot shall not be changed so as to materially affect the surface elevation or grade or drainage of the surrounding lots. No rocks, gravel, topsoil or clay shall be excavated or removed from any property other than on the approximate footprint of the dwelling to be constructed unless approved in advance by the Developer in writing. Trees will not be removed except for a specific functional purpose.

IV. DWELLING SIZE AND QUALITY:

A. **Dwelling Size:** One-story dwelling buildings erected on any lot shall each have not less than 2,600 square feet of heated space, and two-story buildings shall each have not less than 3,000 square feet of heated area with no less than 1,500 square feet on the ground level. This floor space requirement shall be exclusive of any space in garages, porches and/or finished basements. Areas having a ceiling height of less than eight feet shall not be included in the calculation of square footage under this paragraph, nor shall any areas not completed prior to occupancy of the residence.

B. **Architectural Approval:** No building, including tool sheds, storage facilities and greenhouses, or driveways and drive entrances providing access thereto, and/or mailboxes, shall be erected, placed, altered, or permitted to remain on said land until the building plans, elevations, specifications of construction methods with plot plans showing the location of such buildings, have been approved in writing by the Developer, their heirs or assigns, as to conformity and harmony of external finishes, color, design, safety and general quality with the existing standards of the neighborhood, and as to the location of the building with respect to topography and finished ground elevations, which approval shall be the sole discretion of Developer. Landscape plans shall be submitted with the initial submission of plans, which shall include foundation planting, ground covers and restoration of significant trees on the property in accordance with guidelines furnished to the owner by the Developer. If approved, all landscaping in accordance with the plant must be substantially completed prior to occupancy (excluding only seasonal plantings), and the total landscape plan must be completed not later than 12 months following the date of first occupancy.

If Developer fails to approve or disapprove a complete submission of such plans and specifications in writing within thirty (30) days after same have been submitted to them, such plans and specifications shall be deemed to be approved. After the final plans and specifications have been approved by the Developer, no changes may be made in said plans or specifications without the written consent of the Developer. All mailboxes installed must be included in the plans and approved in advance by the Developer. Not less than 14 days prior to the commencement of construction of any dwelling or other building on the property, each property owner shall be required to have a pre-construction conference with the Developer at the site including the proposed builder or contractor commencing construction for the property owner.

C. **Prohibited Building Materials.** Whenever buildings erected on any lot or parcel are constructed in whole or in part of concrete blocks, cinder blocks or other fabricated masonry block units, such blocks shall be veneered with brick or natural stone or other approved material over the entire surface exposed above finish grade.

No houses shall be constructed on a concrete slab.

Vinyl or aluminum siding may not be used except in soffits and overhangs.

D. **Garages and Carports:** All residences shall be required to have at least an attached, enclosed double garage and such garages shall be required to have garage doors, which shall be kept closed when not in use. No garage shall open facing a street on the front of the house, unless approved in writing by the Developer.

E. **Driveways:** The location and construction of driveways and the elevations and dimensions of any culverts or drainage structures must be approved in writing by the Developer prior to installation. Additionally, any entrance gates or other driveway improvements constructed within the bounds of the public rights-of-way or outside the building line of each lot shall be approved by the Developer prior to construction. Driveways shall be surfaced with asphalt, concrete or other surface approved by Developer. Mailboxes and gateway structures located within five (5) feet of street paving will not be approved.

F. **Roofs:** No light-colored roofs shall be allowed on any house.

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G. Condition at Time of Occupancy: Before any house may be occupied, it must be completely finished on the exterior in accordance with the plans approved by the Developer; all of the yard which is visible from the street must be properly maintained and the driveway surface must be either paved or of other surface approved by the Developer. All residences must be landscaped in accordance with the landscape plan prior to occupancy (excepting only large planting delayed by seasonal requirements) and the entire landscape plan (including all seasonally-affected plantings) completed within twelve (12) months of occupancy. When any lot owner shall commence construction of a dwelling, the outside of said dwelling shall and will be finished within six (6) months after the date building permit was issued.

V. Nuisances:

A. Refuse Disposal: No lot or parcel of land shall be used as a dumping ground for rubbish, trash or garbage; no noxious or offensive activities shall be carried on upon any lot nor shall anything be done thereon which shall constitute a nuisance. Garbage containers shall be enclosed and located in areas not visible from public roadways.

B. Vehicles: All trailers or recreational vehicles, trucks other than small vans, and boats or boat trailers shall be parked so as to be out of view of the public road right-of-way. No disabled, wrecked, or otherwise unusable truck, automobile, motorcycle or similar equipment may be brought onto any tract for the purpose of dismantling same for any purpose other than the complete restoration of a personal vehicle. Any such restoration or repairs must be performed in an inconspicuous manner. No trucks or commercial vehicles shall be stored or parked on any lot except while engaged in transporting to or from a residence in the Subdivision.

C. Animals: No horses, cattle, chickens or other fowl shall be raised, kept or otherwise maintained in any lot, with the exception of household pets, which must be kept under restraint and not allowed to wander about at will or to make objectionable noise or constitute a nuisance or inconvenience to the owners of other lots. No animals shall be raised for commercial use, including, but not limited to, selling for profit.

D. Firearms. The discharge of firearms, including air guns or "bb" guns within the subdivision is strictly prohibited.

E. Hunting. The hunting of birds or animals within the subdivision with weapons of any type including but not limited to firearms, bows, arrows, or other projectile devices is strictly prohibited.

VI. DRAINAGE AND/OR OTHER EASEMENTS:

A. Easements are reserved to the undersigned, their heirs or assigns, for installation and maintenance of utilities, drainage facilities, storm sewers, and sanitary sewers over the ten (10) feet of each parcel or lot abutting its lines, to cut or fill at a 3-in-1 slope along the boundaries of all public streets or roads built on this land. Drainage flow shall not be obstructed nor be diverted from drainage swales, storm sewers and/or utility easements as designated herein, or as may be shown on any plat of record in which reference is made to these covenants.

B. Owners of individual lots within the subdivision shall be fully responsible for the control of drainage and runoff from their property, and will also be responsible for erosion and sedimentation control for land disturbing activities conducted thereon.

VII. ZONING:

A. Zoning regulations applicable to property subject to this Declaration shall be observed. In the event of any conflict between any provision of such zoning restrictions and the restriction of this Declaration, the more restrictive provision shall apply.

VIII. MISCELLANEOUS:

A. Fencing: Fencing may be permitted if the location and materials to be used shall have been approved in advance by the developer.

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The installation of chain link or other metal fencing will only be permitted if the following requirements are met:

- (1) Its primary purpose is a relatively small enclosure for permitted household pets;
- (2) It is constructed exclusively of a black or dark green material;
- (3) It is fully screened by a vegetative planting approved by developer; and
- (4) It is not visible from any existing or planted right of way within the subdivision.

B. Clothes Lines and Air Conditioners: Clothes lines and window mounted air conditioners will be permitted only if they are not visible from the street.

C. Signs: No advertising signs, billboards, or high and unsightly structures shall be erected on any lot or displayed to the public on any lot, except signs advertising the property for sale which have no exterior dimension exceeding 30 inches.

D. Propane Tanks: Propane tanks will only be permitted in fully installed underground and in a location that is not visible from the street.

E. Satellite Dishes and Communication Structures: No satellite dishes and/or exterior communication structures may be installed if the installation is visible from any public roadway, and all such installations must be approved as to both design and installation by the Developer.

F. Tractors, Mowing Equipment and Large Vehicles. All equipment, including but not limited to tractors, mowing equipment, their accessories, and vehicles larger than 3/4 ton pickup trucks which remain overnight on lots within the subdivision shall be stored in fully enclosed spaces so as not to permit them to be visible from the street or adjacent neighboring lots.

IX. GENERAL PROVISIONS:

A. Non-Waiver by Developer: The failure of the Developer to insist in any one or more cases upon the strict performance of the terms, covenants, conditions, provisions or agreements herein contained shall not be construed as a waiver or a relinquishment in the future of the enforcement of any such term, covenant, condition, provision, or agreement. The acceptance of performance of anything required to be performed with knowledge of the breach of a term, covenant, condition, provision or agreement shall not be deemed to have been made unless expressed in writing and signed by Developer.

B. Invalidation of a Covenant: Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the provisions which shall remain in full force and effect. These covenants shall likewise be considered separable with respect to their imposition by the undersigned in deeds of conveyance and the undersigned shall be authorized to eliminate the applicability of one or more such covenants by enumerating them in any such deed of conveyance.

C. Discretion of Developer: The Developer reserves the right to waive certain requirements or reduce the minimum requirements outlined herein by up to 15 percent of the stated minimum if, prior to construction of a dwelling, the purchaser of a lot obtains written approval of the construction plans from Developer. Developer covenants and agrees with all lot purchasers that any variations permitted hereunder shall be limited to circumstances which will not, in any way, reduce the value of other lots and improvements thereon.

D. Enforcement: If anyone bound to observe and comply with these Protective Covenants shall violate or attempt to violate any covenant while the same is in force, it shall be lawful for the Developer (only so long as Developer owns property in the development) or any two owners of estate tracts as presently subdivided on recorded plat, and subject to these covenants, to prosecute by any proceeding at law, or in equity, against such violator to prevent or recover damages for such attempt or violation.

E. Term: These covenants are to run with the land, and shall be binding upon all parties and all persons claiming under them for a period of 20 years from the date these covenants are recorded, and after which time said

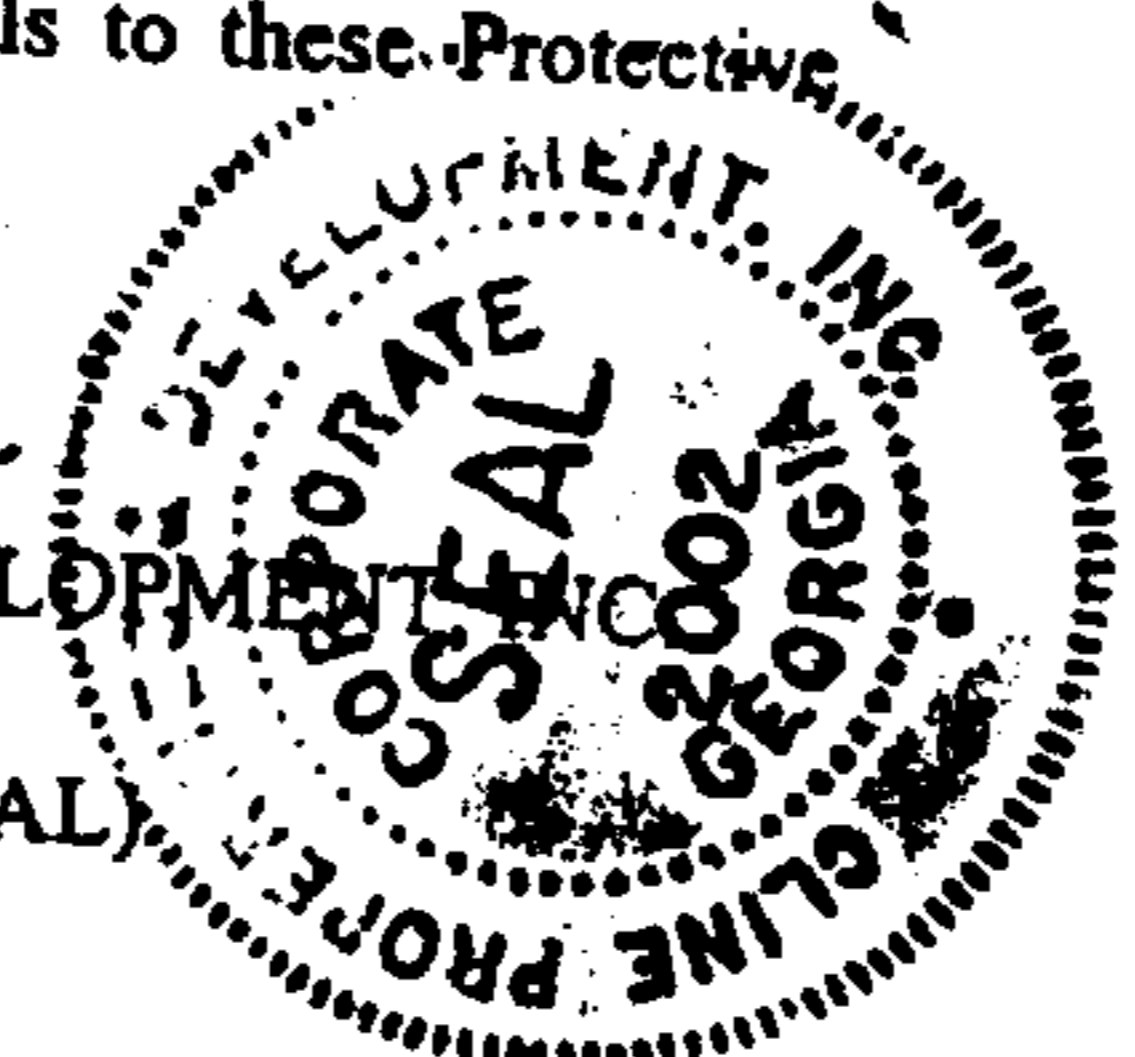
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covenants shall be automatically extended for successive periods of twenty years unless the requirements of OCGA 44-5-60 relating to termination thereof shall have been fully complied with.

F. Right to Inspect: Developer reserves the right to enter upon each of the properties which are the subject of these covenants upon reasonable notice to the owner thereof and at reasonable hours for inspections to determine whether or not the restrictions and covenants contained herein are being fully complied with.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals to these Protective Covenants, this ____ day of May, 2004.

[Signature]
Charles P. Cline, President



SEAL AFFIXED

Signed, sealed and delivered in the presence of:

[Signature]
Witness
[Signature]
Notary Public

CORPORATE SEAL AFFIXED

