

STATE OF GEORGIA

COUNTY OF NEWTON

PROTECTIVE COVENANTS  
RIVER COVE MEADOWS - PHASE II

FILED August 5 1994  
TIME 3:00 PM  
RECORDED August 5 1994  
BOOK 748 PAGE 339-344  
LINDA D. HAYS  
CLERK SUPERIOR COURT  
NEWTON COUNTY, GEORGIA

THAT WHEREAS, the undersigned MARGIE G. CLINE AND PIERCE L. CLINE (hereinafter collectively known as "Developer") are the owners of certain property located in Land Lot 173 of the First Land District of Newton County, Georgia, known as PHASE II OF RIVER COVE MEADOWS, recorded in Plat Book 32, page 38-39 Newton County, Georgia records; and

WHEREAS, the said MARGIE G. CLINE and PIERCE L. CLINE wish to encourage, promote and control the development of said property for the benefit of themselves and prospective purchasers thereof;

NOW THEREFORE, for and in consideration of the premises, the undersigned MARGIE G. CLINE and PIERCE L. CLINE do 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 kennel operations. Home office occupations may be permitted so long as same meet the requirements for such in the Newton County Zoning Ordinance, do not require any exterior signs, and do 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, Developer may go upon the property and cut and mow same and may bill property owner for such services at usual and customary rates.

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 or clay shall be excavated or removed from any property except



in connection with building the dwelling on said lot and/or landscaping same. 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.

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. If Developer fails to approve or disapprove 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.

C. Use of Concrete Blocks, etc.: 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.

D. Garages and Carports: All residences shall be required to have at least a double garage and such garages shall be required to have garage doors. No garage shall open facing a street on the front of the house, unless approved 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, mailboxes or other driveway improvements constructed within the bounds of the public rights-of-way or within the building line of each lot shall be approved by the Developer prior to construction.

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

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 within three (3) months of completion of dwelling. 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.

#### VI. DRAINAGE 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.

#### 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: All proposed fencing must be approved in advance by the Developer, and all fencing facing any street must be constructed of materials specifically approved by the Developer.

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: Above ground tanks will be permitted only if they are enclosed or maintained in an area 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.

#### 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 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 25 years from the date these covenants are recorded, and after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the majority of the owners of portions of the property has been recorded, agreeing to change said covenants in whole or in part.

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 1<sup>st</sup> day of August, 1998.

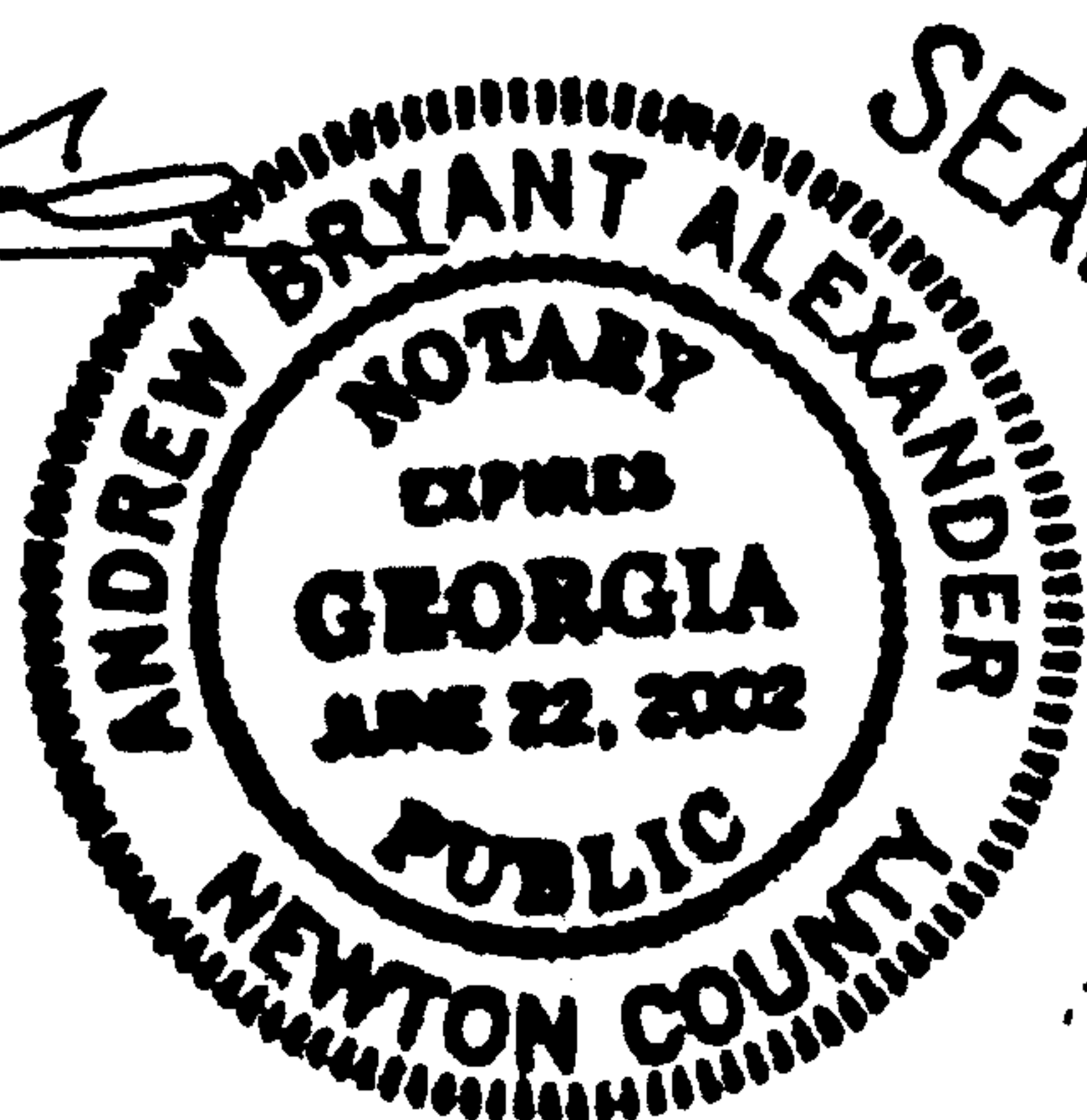
Margie G. Cline (SEAL)  
MARGIE G. CLINE

Pierce L. Cline (SEAL)  
PIERCE L. CLINE

Signed, sealed and delivered  
in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public



SEAL AFFIXED