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BY *Jeff S. Tucker***RESTRICTIVE COVENANTS**

GEORGIA, MONROE COUNTY

WHEREAS, the undersigned, JEFF S. TUCKER, is the owner of that certain tract or parcel of land lying and being in Land Lots 171, 172, 177 and 178 of the Fifth Land District of Monroe County, Georgia, containing 38.28 acres, according to a Subdivision Plat of River Bend dated July 16, 1990 prepared by Hugh W. Mercer, Jr., Registered Land Surveyor #1890, said plat of record in Plat Book 17, Page 12 and 13, Clerk's Office, Monroe Superior Court (the "Subdivision Plat"); and

WHEREAS, the undersigned now proposes to subdivide said tract into nine (9) building lots more particularly described according to the Subdivision Plat, which Subdivision Plat identified said lots as Lots 1 - 9, inclusive, which said nine (9) lots constitute a complete and total subdivision of said property; and

WHEREAS, the undersigned desires to devote said lots to residential use and consider it desirable and appropriate to record restrictions applicable to all nine (9) lots and access ways shown on the Subdivision Plat; and

NOW, THEREFORE, for and in consideration of the premises and the benefits, both present and future to the undersigned, and his successors and assigns, the undersigned does hereby covenant and agree that the aforementioned lots and access ways shall be subject to the following restrictions, covenants and conditions which shall in each instance be construed as covenants attached to and running with the land, to-wit:

1.

Residential Use: Except for a 60-foot wide and a 30-foot wide non-exclusive perpetual access easement for ingress and egress and utilities which 60-foot wide easement extends from Georgia Highway #87 to Tracts 1 - 9, being shown and described on the Subdivision Plat as the "Existing Private Road Subdivisions Access Easement 60' Wide," and the 30-foot wide easement which extends along the westerly boundary of Tracts 1 - 9, being shown and described on the Subdivision Plat as the "30' Private Road - Subdivision Access Easement," both of which are to be used for access, both pedestrian and vehicular, and for utilities for all nine (9) tracts, the remaining portion of said Tracts 1 - 9 shall be used solely for residential purposes. No structure shall be erected, altered, or permitted to remain on any lot other than one (1) single residential building for single family residences, in addition to such garages, docks, decks, and other outbuildings, erected for the pleasure and convenience of the occupants of said single residences.

2.

Architectural Control: No improvements shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing location of the structure have been approved by the Architectural Committee as to quality of workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to topography and finish grade elevation.

(a) **Membership:** The Architectural Control Committee is composed of Jeff S. Tucker. In the event of the death or resignation of the undersigned, the Architectural Control Committee shall be selected by the executor of the undersigned's estate. The undersigned Committee shall not be entitled to any compensation for service performed pursuant to this paragraph.

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(b) **Procedure:** The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee fails to approve or disapprove within fifteen (15) days after the plans and specifications have been submitted to it, or in the 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 with; provided, however, that the erection of a fence or wall nearer to the west bank of the Ocmulgee River than fifty (50) feet, must be approved in writing and the failure to approve or disapprove the same within thirty (30) days or to file suit for injunction as set forth above shall not result in the covenants being deemed to have been fully complied with.

3.

Set Backs: No fence or wall of any kind or description shall be erected within fifty (50) feet of the west bank of the Ocmulgee River nor shall any building be erected closer to the side lot line than at least fifteen (15) feet. The restrictions last mentioned are subject to revision by and with the written consent of the Architectural Control Committee, where, by reason of contour of any particular lot, the building costs would be materially affected by strict compliance with such building line requirements, or where, by reason of such contour, the appearance of the development would be adversely affected.

4.

Floor Area of Residence: The floor area of any one-story or two-story family residence, exclusive of porches, garages, basements, and attics, shall not be less than one thousand four hundred (1400) square feet unless the lot owner receives the express written consent of the undersigned to do so.

5.

Commercial Activity: No trade or commercial activity of any kind (noxious or offensive or otherwise) shall be conducted or permitted upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

6.

Mobile Homes: No trailer, mobile or manufactured home, camper unit, basement, tent, shack, garage, barn or other outbuilding erected on any lot shall at any time be used as a permanent residence. No trailer or camper unit shall be permitted on any lot for any purposes except as use for short term recreational camping, provided, however, under no circumstances shall a mobile home be permanently place on said lot.

7.

Out Structures: No latrines or surface toilets shall be permitted upon any of the lots in said subdivision. No pigs shall ever be kept on any of the property or lots in said subdivisions, and no structures for their housing or accommodation shall be erected or maintained thereon.

8.

No Dumping: No lot shall be used or maintained as a dumping ground for rubbish.

9.

Garbage: No garbage, or other waste, shall be kept on said premises except in sanitary containers.

10.

Resubdivision: No resubdivision shall be made of any lot if the effect of such resubdivision shall serve to increase the total number of lots in said resubdivision.

11.

Easements: Said lots, each of them, are subject to easements of record in the office of the Clerk of Monroe Superior Court, including, but not limited to, such easements as may be necessary to be executed for the purpose of installing and running power lines and/or telephone lines through, over and across said lots.

12.

Right of Refusal: Whenever the owner of any residential lot in the subdivision shall receive a bona fide offer to purchase said lot, which is acceptable to such owner, the said owner shall then offer to sell the lot at the price and on the terms contained in such bona fide offer, first to the undersigned and then to the owner of the lot on the right of the prospective seller's lot, and next to the owner of the lot on the left of the prospective seller's lot. Such offering shall be made successively and in writing. Each of said offerees shall have ten (10) days after receipt of such offering within which to accept or refuse such offer. If all of said offerees refuse to purchase said lot at the price and on the terms proposed by said owner, said owner shall be free to sell said lot to the party who shall have made bona fide offer at the price and on their terms as aforesaid. The "lot on the right" for the purpose of this paragraph shall be the next lot on one's right hand as one faces the Ocmulgee River while standing on the west bank.

13.

Covenants Running with the Land: These covenants are real covenants running with the land and shall be binding upon and shall inure to the benefit of all purchasers and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless, at any time during the effective period hereof an instrument is signed by a majority of the then owners of the lots (with each owner of each lot having one vote), and placed on record, agreeing to change said covenants in whole or in part. Any such change, however, shall conform to the regulations of any governmental authority which may then exist for the purpose of regulating the use of the land.

14.

Invalidation: Invalidation of any one of these covenants by judgment or any court order shall in no way affect any of the other restrictive provisions which shall remain in full force and effect.

15.

Binding Affect and Amendment: This Agreement shall be binding upon and shall inure to the benefit of the undersigned, his successors and assigns, and upon and between the several assigns of properties subjected hereto and upon the terms and conditions hereof. This Agreement may be amended only by a written instrument signed by a majority of the owners of each lot (with each owner of each lot having one vote), which instrument shall be recorded in the Monroe Superior Court.

16.

Paragraph 12 Application: The provisions of Paragraph 12 herein do not apply to the undersigned.

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17.

Option to Purchase 60-Foot Wide Easement: The owner(s) of the lots referred to herein shall have the right and option to purchase the property contained in the 60-foot wide access easement shown on the Subdivision Plat pursuant to and in accordance with the terms of the Common Property Maintenance Agreement dated on the date hereof and recorded in the Monroe County, Georgia records simultaneously herewith.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and affixed his seal this 17th day of August, 1990.

Jeff S. Tucker (SEAL)
JEFF S. TUCKER

Signed, sealed and delivered
in the presence of:

Wise E. Bixey
Witness
James H. Bixey
Notary Public
My Commission Expires June 14, 1993.

RECORDED

SEP 27 1990

James H. Bixey
apsc

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