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Atlanta, GA 30304

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BOOK 1046 PAGE 30-33

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STATE OF GEORGIA  
COUNTY OF NEWTON

PROTECTIVE COVENANTS  
RIVER COVE MEADOWS - PHASE III

LINDA D. HAYS  
CLERK SUPERIOR COURT  
NEWTON COUNTY, GEORGIA  
#35707

THAT WHEREAS, the undersigned MARGIE G. CLINE AND PIERCE L. CLINE (hereinafter collectively known as "Developer") are the owners of certain property located in the First Land District of Newton County, Georgia, known as PHASE III OF RIVER COVE MEADOWS, recorded in Plat Book 35, page 8-10, 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 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.

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

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 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. On all lots abutting Interstate Highway 20, there is reserved an undisturbed vegetative buffer area thirty-five (35) feet in width along the entire length of the right of way of Interstate Highway 20. Nothing contained in this restriction shall be construed so as to prohibit the developer from undertaking such planting activities as it may in its discretion elect to undertake in such areas, and this reservation shall not prohibit the maintenance of any utility easements contained within such areas.

#### 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 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 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 21st day of May, 2001.

*Margie G. Cline* (SEAL)  
MARGIE G. CLINE  
*Pierce L. Cline* (SEAL)  
PIERCE L. CLINE

Signed, sealed and delivered  
in the presence of:

*Linda Williams*

Witness

*Bonnie M. Parker*

Notary Public

SEAL AFFIXED

