

# Protective Covenants - River Cove 1800

## 1. LAND USE AND BUILDING TYPES:

Said property shall be used only for residential, recreational or agricultural purposes. All residences shall be detached 1-family units. No mobile or modular homes of any nature shall be permitted on said property. The use of the property for agricultural purposes shall permit nurseries; greenhouses; the growing of ornamental shrubs and flowers; the growing of field crops, tree crops, fruits, vegetables, nuts and berries; and other similar agricultural and horticultural activities. The growing, grazing, keeping or production of livestock or poultry on said property shall be restricted as provided hereinafter.

No structure of any temporary character or shack, garage, barn or other out building shall be used on any lot at any time as a residence either temporary or permanent. No dwelling house located thereon shall be put to multi-family use or occupancy at any time.

## 2. DWELLING SIZE AND QUALITY:

The interior floor space (heated living area) of the main structure of each dwelling, exclusive of open porches and garages, as well as unfinished basement space, shall be not less than 1800 square feet. Any dwelling house having more than one story shall have not less than 1000 square feet in the first or ground floor thereof.

All garages and/or carports which have at least three exterior walls so as to not allow an automobile to drive completely through shall have their main openings away from any public road located on the property unless the topography of the building site prohibits such an orientation. In the event such an orientation is required, all such garages and carports shall be enclosed by garage and/or carport doors.

## 3. BUILDING LOCATION:

No portion of any building shall be located on any tract nearer than 100 feet to the front property line, or nearer than 75 feet to any adjacent property line, or nearer than 75 feet to the right-of-way line of any existing street or road.

## 4. NUISANCES:

No noxious or offensive activity shall be carried on upon any portion of the property and nothing shall be done thereon which may be or may become an annoyance or nuisance to the neighborhood. The maintenance of any debris, rubbish, trash, garbage, or other waste in other than sanitary containers is hereby declared to be a nuisance and the maintenance thereof is specifically prohibited.

## 5. COMMERCIAL PRODUCTION INVOLVING ANIMALS:

Because of the health hazards involved, any commercial production and/or business operation involving poultry, hogs, goats, and dogs is prohibited. With respect to cows and horses only, each property owner shall be permitted to have only 1½ animal units as defined for agricultural purposes per acre of property or any part thereof.

## 6. SEWAGE DISPOSAL:

All sewage disposal systems must be approved by the Newton County Health Department and shall comply with all requirements of the Georgia Department of Public Health.

7. SUBDIVISION RESTRICTION:

In no event shall any portion of the property be subdivided in such a manner as to create a lot having a total area of less than 5 acres. Only one dwelling house shall be permitted on each five-acre parcel so created.

8. MISCELLANEOUS:

A. All fences constructed on the property shall be installed in a neat and professional manner and kept in a good state of repair.

B. 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.

C. No outside clothes lines or other outside clothes drying or airing facilities shall be maintained in such a way as to be visible from any public road on which a lot abuts.

D. No signs of advertisement nature shall be permitted on any lot; provided, however, that an individual owner may post a "For Sale" sign advertising his property for sale provided that such sign shall be no larger than 24" x 24" in size.

E. All animals owned by any person shall be kept exclusively on the property of their owners.

9. GENERAL PROVISIONS:

A. 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.

B. Enforcement:

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

C. Severability:

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

D. A copy of these Protective Covenants shall be recorded on the public records of the Office of the Clerk of the Superior Court of Newton County, Georgia, and all conveyances of said lots shall be subject to such covenants.