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*Beth C. Greene*  
CLERK OF SUPERIOR COURT

**DECLARATION OF RESTRICTIVE COVENANTS OF  
ABBY RIDGE SUBDIVISION**

STATE OF GEORGIA  
COUNTY OF LOWNDES

WHEREAS, JWS Development, LLC ("Declarant") is the owner of those certain lots, tracts, or parcels of land situate, lying and being in Land Lot No. 89 in the 12<sup>th</sup> Land District of City of Hahira, Lowndes County, Georgia, and being more commonly known as Abby Ridge Subdivision (the "Subdivision"), as shown more particularly on that certain map or plat of survey recorded in Plat Cabinet <sup>800</sup> ~~800~~ 800, Page ~~01169~~ 01169, in the Office of the Clerk of the Superior Court of Lowndes County, Georgia (the "Plat"), to which reference is herewith made for all purposes in aid of description; and

WHEREAS, the Declarant is developing the Lots for sale as residential Lots; and

WHEREAS, in order to ensure the orderly developing of the Subdivision, it is deemed necessary that the use of each and all of the Subdivision Lots be restricted in the manner and to the extent hereinafter set forth;

NOW THEREFORE, for and in consideration of the benefits to be derived by Declarant and each and every subsequent owner of any of the Lots in the Subdivision, Declarant does hereby set up, establish, promulgate and declare the following restrictive covenants to apply to all of said Lots and to all persons owning said Lots, or any of them, hereafter.

**ARTICLE 1**

**DEFINITIONS**

In addition to those terms defined elsewhere herein, the following capitalized terms shall have the meaning ascribed in this Article 1:

- 1.1 "Architectural Control Committee" or "ACC" shall initially mean and refer to JoAnn L. Stoker, and Jerry W. Stoker, who shall serve until the Declarant no longer holds for sale any Lots in the Subdivision. Should JoAnn L. Stoker or Jerry W. Stoker resign or otherwise

Declaration of Restrictive Covenants  
Abby Ridge Subdivision  
Page 1 of 9

cease to serve on the ACC, the Declarant may appoint a new member or members to the ACC in the Declarant's sole discretion.

- 1.2 "Lot" shall mean and refer to any plot of land shown upon the Plat.
- 1.3 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

## ARTICLE 2

### PROPERTY RIGHTS

- 2.1 Owners' Right to Ingress and Egress and Support. Each owner of a Lot shall have the right to ingress and egress over, upon and across the paved walkways, the entranceways, exit ways and driveways and the parking areas necessary for access to his Lot and shall have the right to lateral support for his Lot and such rights shall be appurtenant to and pass with the title to each Lot. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all Owners and is necessary for the protection of said Owners.
- 2.2 Utilities Easements.
- (a) Easements for installation and maintenance of utilities and drainage facilities are reserved on the Plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements.
  - (b) The easement area of each Lot and all improvements therein shall be continuously maintained by the Owner of such Lot, except for improvements for maintenance of which a public authority or utility company is responsible.
  - (c) No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right of way, and such easements, reservations, and rights of way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to Declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights of way are reserved.

- 2.3 Easement in Favor of Declarant. Declarant reserves unto itself and its successors and assigns, for so long as Declarant holds for sale any Lot in the Subdivision, a perpetual, alienable and releasable easement and right on, over, and under the ground to erect, maintain and use electrical and telephone poles, wires, cables, conduits, sewers, water mains, ground water dispersing systems, and other suitable equipment for the conveyance and use of electricity, telephone, gas, sewage, water, storm water drainage, or other public conveniences or utilities on, in or over such areas as are shown on the Plats of the Subdivision. These easements expressly include the right to cut any trees, or bushes, et cetera, grading, ditching and like action reasonably necessary to provide economical utility installation and adequate drainage of surface waters.

### ARTICLE 3

#### USE RESTRICTIONS

##### 3.1 Architectural Control Committee.

- (a) No new construction of any building, fence or other structure shall be erected, placed or altered on any Lot in the Subdivision until the building plans, specifications, exterior color and finish, plot and site plans (showing the proposed location of such building or structure, drives, and parking area) and construction schedule have been approved in writing by the Architectural Control Committee.
- (b) Refusal or approval of plans, location, or specifications by the ACC may be based upon any reason, including purely aesthetic reasons, which in the sole and uncontrolled discretion of the ACC shall be deemed sufficient. One copy of all plans and related data shall be furnished to the ACC for its records. A fee of Fifty Dollars (\$50.00) will be assessed for the first submission of plans to the ACC for approval of the construction of a primary dwelling. If for any reason the ACC disallows the plans on the first submission, another Fifty Dollar (\$50.00) fee must be paid at the time the second set of plans is resubmitted for approval. For a third or subsequent submission of plans to the ACC because the ACC disapproved the previously submitted plans, a fee of One Hundred Dollars (\$100.00) must be paid at the time of the additional submissions. When plans are submitted to the ACC for any other improvements, no fee will be assessed for the first submission. If the first set of plans is disapproved, a Twenty-Five Dollar (\$25.00) fee will be assessed for the second submission. If the second set of plans is disapproved, a Fifty Dollar (\$50.00) fee must be submitted for each additional submission of plans. In the event of failure to approve or disapprove any plans within thirty (30) days after the same has been submitted to the ACC, approval shall be presumed, and the provisions of this paragraph shall be deemed to have been complied with.

3.2 Construction Requirements. The following construction requirements must be complied with for the construction of improvements. This is not an exclusive list and Declarant reserves the right to impose additional requirements.

- (a) For a one-story residence located on any R-10 zoned Lot, the living area of the main structure, exclusive of one-story open porches and garages, shall not be less than fourteen hundred (1,400) heated square feet. In the case of a one and one-half, two and one-half story structure, the total living area is to be not less than sixteen hundred (1,600) heated square feet, with the ground floor living area to not be less than one thousand (1,000) heated square feet on the lower level or as approved by the ACC.
- (b) The primary finished floor elevation shall be twelve (12) inches above natural grade (the highest elevation within the proposed buildable area) code will dictate minimum requirements. The roof slope must be a minimum of 7/12, and there must be variations in the roofline incorporating gables and hips. Roofing material must be architectural asphalt shingles. Eaves and soffits shall either be wood or vinyl. There shall be a minimum of one (1) set of fixed shutters on the front of the house.
- (c) Siding may be vinyl. There shall be no exposed concrete or concrete masonry unit/block ("CMU") foundations or stem walls permitted in the front of any residence. The front exterior of each residence can have brick or stone decorative front. If stone or brick is used on the front elevation, it must be at least one hundred (100) square feet.
- (d) Special exceptions may be made for home designs that accommodate special needs and, as such, these special exceptions will be addressed on a case-by-case basis by the ACC.
- (e) Each builder of a residence on a Lot shall be responsible for implementing erosion control measures in accordance with the National Pollutant Discharge Elimination System, as a secondary permittee.
- (f) Fences shall be constructed of six-foot (6') wood privacy, or such other material permitted by the ACC only. Fences may not be taller than six feet (6') in height. Chain link fencing material is prohibited. The fence shall have the finished side facing the exterior of the Lot. No fencing is allowed in the front yard of the house. Fence may not extend up more than ten feet (10') from the back corners of the house.
- (g) On streets identified as having sidewalks on the development plan provided by the Declarant to all builders, each builder of a residence on such street, or on the relevant side of such street, as the case may be, shall be responsible for the

construction of a four foot (4') wide standard concrete sidewalk along the roadway, in front of the residence, which shall blend in and be the same texture and color of the adjacent sidewalks.

- 3.3 Setbacks. No building shall be located on any Lot nearer to the front Lot line, the rear Lot line, or the side street line than the minimum building set back lines provided in applicable zoning ordinances or as shown on the Plats of the Subdivision.
- 3.4 Subdivision of Lots. No Lot may be subdivided, except where two Owners join to subdivide the Lot adjacent to both of their Lots for the purpose of increasing the size of each adjacent Owner's Lot. Once a subdivision of the adjacent Lot has occurred, no future subdivision of the two enlarged Lots may occur.
- 3.5 Use of Residences. A single residence shall be constructed on each Lot. Each residence shall be used for single family residential purposes only, and not trade or business of any kind may be carried on therein. Lease or rental of a residence for residential purposes shall not be considered to be a violation of the covenant.
- 3.6 Outbuildings. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on a Lot shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence, nor shall such temporary building or trailer be erected or allowed to remain on any Lot except during the construction of the main dwelling. Any outbuilding or out structure shall match the existing house structure in design, color, and material.
- 3.7 Use of Lot.
  - (a) No portion of any Lot, other than that covered by buildings or other structural improvements approved as hereinbefore specified, shall be used for any purpose other than that of a lawn. Nothing herein contained, however, shall be construed as preventing the use of the same for walks, drives, and other appropriate private facilities, the planting of trees or shrubbery, the growing of flowers, or ornamental plants, statuary, fountains, or similar ornamentations, for the purpose of beautifying said premises; but no vegetables or grains of the ordinary garden or field variety shall be grown on the front or side yards. No weeds, underbrush, or other unsightly objects shall be placed or suffered to remain anywhere thereon. Mulch, pine straw, and other similar materials may be placed around trees, shrubbery, and flowers, but no rocks or stones shall be used in this manner by any Owner.
  - (b) It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly, or unkempt conditions of buildings or ground on such Lot that shall tend to destroy the beauty of the neighborhood as a whole or the specific area.

- 3.8 Parking. Motor vehicles shall not be parked on the side of a street. Owner shall not use any of a Lot, other than the driveway or the garage, to store or keep any motor vehicle, boat, trailer, or other vehicle. All motor homes, non-operating vehicles, campers, boats, and other recreational vehicles shall be kept, garaged or stored in such a manner as to not be visible from any road or Lot. No non-operating vehicle will be kept in the Subdivision for more than fourteen (14) consecutive days, and at no time that a non-operating vehicle is on a Lot will it be stored as to be visible from any road or Lot. No overnight parking on the side of street. Written notice for first offense. Second (2<sup>nd</sup>) offense is a Twenty-Five Dollar (\$25.00) fine. Third (3<sup>rd</sup>) offense vehicle will be towed at owner's expense.
- 3.9 Signs. No signs of any kind shall be displayed to the public view on any Lot except customary name and address signs and one (1) sign of no more than five (5) square feet in size advertising the Lot for sale or rent; and signs used by a builder to advertise the Lot during the construction and sale. Anything contained in this Article 3 to the contrary notwithstanding, the Declarant may display within the Subdivision signs designed to aid in the marketing of Lots and giving directions to a sales office and/or model residence.
- 3.10 Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, and other normal household pets may be kept on Lots in a total number not exceeding three (3), providing that such pets are not kept, bred, or maintained for any commercial purpose.
- 3.11 Waste Material Containers. Each Lot Owner shall provide receptacles for garbage in an area not generally visible from any road.
- 3.12. Antennas and Satellite Dishes. No television antenna, dish antenna, or satellite receiving antenna shall be erected, constructed, or maintained on any Lot or on the exterior of any residence without the approval of the ACC.
- 3.13 Hidden Service Court. If a service court or drying yard area is desired, then it shall be hidden from view from any adjacent street and adjoining Lot, and must be approved in writing by the ACC prior to erection or construction, and constructed so as to provide space for garbage and trash cans, wood piles, clothes drying area, and other similar usage.
- 3.14 Sod. The front yards must have at least ten (10) pallets of sod.
- 3.15 Basketball Goals. Basketball goals, either temporary or permanent, as well as all implements or structures used for entertainment, athletic or such other related purpose are prohibited in the front yard.
- 3.16 Public Street Lighting. Each Lot Owner recognizes that the Lots are located within a special lighting district, and as a result, shall be subject to a lighting charge for street lighting which may be assessed against the Lot Owner directly.

- 3.17 Mobile Homes. Mobile homes are prohibited and shall at no time be permitted to be kept on any Lot.
- 3.18 Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon (including but not limited to the harboring of dogs outside which bark excessively; or dogs or other household pets which pose a danger to persons or property) which may be, or may become, an annoyance or nuisance to the neighborhood.
- 3.19 Effect of Declaration. Declarant or the transferees of Declarant shall undertake the work of developing all Lots. The completion of that work, and the sale, rental, or other disposition of Lots is essential to the establishment and welfare of the Subdivision as an ongoing residential community. In order that such work may be completed, and the Subdivision be established as fully occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to:
- (a) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from doing on any part or parts of the Subdivision owned or controlled by Declarant, or Declarant's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;
  - (b) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant's transferees, from constructing and maintaining on any part or parts of the Subdivision owned or controlled by Declarant, Declarant's transferees, or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the Subdivision as a residential community, and the disposition of Lots by sale, lease or otherwise;
  - (c) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees, from conducting on any part or parts of the Subdivision owned or controlled by Declarant or Declarant's transferees or their representatives, the business of completing such work of establishing the Subdivision as a residential community, and of disposing of Lots by sale, lease, or otherwise; or
  - (d) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from maintaining such sign or signs on any of the Lots owned or controlled by any of them as may be necessary in connection with the sale, lease, or other disposition of Lots.

*As used in this Paragraph 3.19, the words "its transferees" specifically excludes purchaser of Lots improved with completed residences.*

## ARTICLE 4

OWNER'S OBLIGATION TO REPAIR AND REBUILD4.1 Obligation to Repair.

- (a) Each Owner shall, at his sole cost and expense, repair his improvements, keeping the same in a condition comparable to the condition of such improvements at the time of their initial construction, excepting only normal wear and tear.
- (b) Each Owner shall, at his sole cost and expense, repair all damages to roads, grounds, or utilities caused by construction, ingress or egress of equipment, or deliveries to or from such Owner's Lot.

- 4.2 Obligation to Rebuild. If all or any portion of improvements on any Lots are damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair, or reconstruct such improvements in a manner which will substantially restore it to its appearance and condition immediately prior the casualty. Reconstruction shall be undertaken within three (3) months after the damage occurs, and shall be completed within nine (9) months after the damage occurs, unless prevented by cause beyond the control of the Owner or Owners. In the event of foreclosure on the property by the entity holding the mortgage on the property, then the party purchasing the property has ninety (90) days from the date he acquires ownership to undertake reconstruction and twelve (12) months to complete construction.

## ARTICLE 5

GENERAL PROVISIONS

- 5.1 Duration. These restrictive covenants shall become effective immediately and run with the land and shall be binding on all persons claiming under and through the Declarant until twenty (20) years after the date hereof, after which time said covenants shall be automatically extended for successive periods of twenty (20) years unless an instrument signed by the Owners of at least seventy-five percent (75%) of the Lots has been recorded, agreeing to change said covenants in whole or in part to abandon the same.
- 5.2 Enforcement. Should any future Owner of one or more of said Lots, or any person claiming under such Owner, violate or attempt to violate any of the covenants or restrictions herein set forth, it shall be the lawful right of any Owner of the Lots described herein to institute and prosecute appropriate proceedings at law or in equity against the person or persons violating or attempting to violate any such violation or continuation thereof, or to recover damages resulting from such violation, or both.
- 5.3 Amendment. These restrictive covenants may be amended by an amendment receiving the assent of two-thirds (2/3) of the Lot Owners.

Declaration of Restrictive Covenants

Abby Ridge Subdivision

Page 8 of 9



- 5.4 Severability. Should any one or more of these said covenants or restrictions be or become invalid or unenforceable, the remaining covenants and restrictions herein set forth shall not be affected thereby but shall remain in full force and effect in accordance with the terms hereof.
- 5.5 Gender / Number. Whenever used herein, the singular number shall include the plural, and words of any gender shall include each other gender.
- 5.6 Captions. The captions included herein are inserted only for the purpose of reference and in no way define, limit, or proscribe the scope or intent of these restrictive covenants or any part hereof.
- 5.7 Governing Law. These restrictive covenants shall be governed by and construed and interpreted by the laws of the State of Georgia, without regard to the conflict of laws or choice of law provisions thereof.

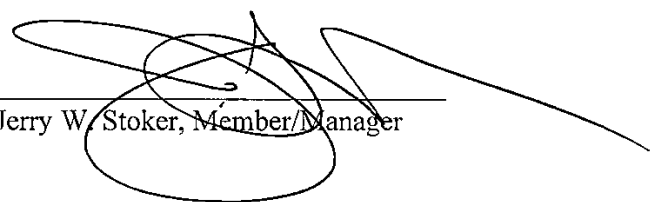
## ARTICLE 6

STORMWATER

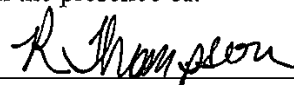
- 6.1 The City of Hahira Stormwater Facility Maintenance Agreement is incorporated herein and attached hereto as "Exhibit A".
- 6.2 The owner of Lot 10, as depicted on the Plat, will be responsible for water retention.

7th day April - E, 2024. IN WITNESS WHEREOF, the Declarant has signed and sealed this instrument this

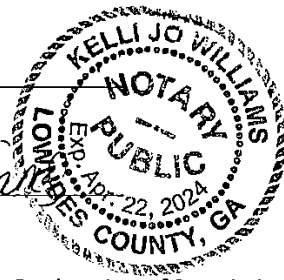
DECLARANT:  
JWS DEVELOPMENT, LLC

  
Jerry W. Stoker, Member/Manager

Signed, sealed, and delivered  
in the presence of:

  
Witness

  
Notary Public



Declaration of Restrictive Covenants  
Abby Ridge Subdivision  
Page 9 of 9