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File 5534

DECLARATION OF RESTRICTIVE COVENANTS FOR
Hickory Grove Estates Subdivision

GEORGIA, JONES COUNTY:

THIS DECLARATION, made this _____ day of _____, 2004, by **Johnny F. Colvin** (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS, Developer is the owner of that certain real property as follows:

All that tract or parcel of land lying and being Land 55 of the 11th Land District of Jones County, Georgia, and being more particularly described as Lots 1 through 7, 11 through 25 and 28 through 30 of Hickory Grove Estates, as shown by a plat of same prepared by Byron L. Farmer, Georgia Registered Land Surveyor, dated October 5, 2004 and recorded in Plat Book 18, Page 212, Jones County Superior Court Clerk's Office. And by reference said plat is incorporated herein.

Also, included in said subdivision is that portion of Lot 26 which lies Southeast of a straight line, which with reference to the above plat runs from the center point of the large pond where lots surrounding said pond come together, to the iron pin at the center of the terminus of Brittany Lane at the cul de sac where Lots 26 and 8 come together. All property in Lot 26 Southeast of said line is the property included herein and which comprises the community park of said subdivision.

WHEREAS, Developer desires to devote said lots in Hickory Grove Estates Subdivision (hereinafter referred to as the "Subdivision") either in their present form as shown on the above plats to residential use and considers it desirable and appropriate to record restrictions applicable thereto for the benefit and complement of all of the lots in said Subdivision and the future owners thereof;

NOW, THEREFORE, in consideration of the premises and of the benefits, both present and future, to the Developer, and its successors and assigns, of the lots in said Subdivision, the Developer does hereby covenant, agree and declare that the lots in the Subdivision, shall be subject to the covenants, conditions and restrictions set forth herein which shall run with the real property and be

upon all parties having any right, title and interest in said property or any part thereof, their heirs, successors and assigns, and all inure to the benefit of each owner thereof. All purchasers accepting a lot in this subdivision agree to be bound by the above regulations, covenants and agreements.

ARTICLE 1

DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit) shall have the following meanings.

1. "Subdivision" shall mean and refer to all of the real property shown on said plats of "Hickory Grove Estates" Subdivision, including the lots and streets shown thereon presently owned by the Developer.
2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any portion of the Subdivision.
3. "Lot" shall mean any one of the lots or parcels in said Subdivision as shown on said plat of the Subdivision above as well as any resubdivision of said lots and parcels, or modification of said lots or parcels.
4. "Developer" shall mean and refer to Johnny F. Colvin and any assignee of Developer's rights and powers hereunder.

ARTICLE II

RESTRICTIVE COVENANTS

Section One. The restrictions applicable to the Subdivision are listed as follows:

1. **LAND USE AND BUILDING TYPE.** All lots subject to these restrictions shall be used solely for residential purposes. No structure shall be erected, altered or permitted to remain on any lot other than on single residential building for a single family residence (in addition to such garages and like structures erected for the pleasure and convenience of the occupants of said single family residence). No building constructed elsewhere shall be moved to, placed or maintained on any lot. All residences shall be built on-site and no modular homes or manufactured homes are allowed. No dwelling house constructed on any of said lots shall be in any manner occupied until it shall have been substantially completed. The work of construction of any building or structure shall be prosecuted with reasonable diligence continuously from the time of commencement until the same shall be fully completed.

...in the Subdivision shall be resubdivided in a manner which will result in an increase in the total number of lots in the Subdivision. This shall not be construed as precluding the conveyance of part of a lot to the owner of an adjacent lot, provided that the remaining lot is not substandard under the then existing regulations of the Jones County Planning and Zoning Commission, or its successor.

3. **BUILDING LOCATION AND SETBACKS.** No building shall be erected nearer to the front street line than thirty feet unless said building setback lines are shown farther back on the above referred to plat in which case the plat controls. Further, no building shall be erected nearer than thirty feet to a side lot line or rear lot line, however, all setbacks must also comply with Planning and Zoning Regulations of Jones County.
4. **DWELLING SIZE.** The floor area (meaning the heated and cooled living space) of any family residence, exclusive of porches, carports, garages, basements and attics, shall not be less than 2000 square feet, it being the intention and purpose of these covenants to insure that all dwellings shall be of quality workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum permitted dwelling size.
5. **EXTERIOR AND FOUNDATION CONSTRUCTION STANDARDS.**
 1. **BRICK.** If brick is used in exterior construction, it must be either standard brick (2 1/4" x 8" face exposure) or Norman brick (2 1/4" x 11 1/2" face exposure). No Norwegian brick, thrift brick or the like shall be used in the exterior construction of any residence. Concrete block used above ground, if exposed to view, must be stuccoed and painted.
 2. All homes, including porches, must be enclosed under all exterior walls by a continuous, permanent, masonry materials, unpierced except for required ventilation and an opening in the rear or sides of the foundation for access. Masonry materials shall be deemed to be brick, stuccoed concrete blocks or solid cement poured foundation.
 3. Decks are allowed.
6. **ROOF PITCH.** All homes must have a minimum 6/12 roof pitch or steeper for the main roof as well as any gables facing the street. Secondary porch roofs or rear roof pitch not facing the street may be lower.
7. **OTHER STRUCTURES.** Other structures may be erected or permitted to remain on any lot in addition to one single residential building if such structure is erected for the pleasure and convenience of the occupants of said single residence and shall be compatible with the residential use of the property.

... or welded wire or webbed wire fences are allowed. Only decorative fences will be allowed closer to the road than the building setback line. All fences shall be of new material and installed in good and workmanlike manner so as not to be unsightly in appearance.

9. DRAINAGE. On those lots having drainage ditch, or ditches, either natural or man-made, said ditch shall not be altered, covered or diverted so as to cause damage to an adjoining lot or to the private access road serving said lot and other lots in said subdivision. Such ditch, or ditches, may, however, be enclosed with the culvert pipe of size, capacity and installation approved by the County Engineer provided that such enclosures do not increase the volume of water normally flowing in said ditch or ditches, or so concentrate such flow of water as to cause damage to any other property owners or private road within such Subdivision.
10. NUISANCES. No trade or commercial activity, nor any activity of a noxious or offensive nature shall be conducted or permitted upon any lot, nor shall anything be done on any lot that shall result in an unreasonable annoyance, discomfort or nuisance to any owner of another lot.
11. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, camper unit, tent, shack, garage, barn or other outbuilding erected on any lot shall at any time be used as a residence either temporarily or permanently. No trailer, boat, motor vehicle or camper unit under repair shall be permitted on any lot for any purpose unless housed in a garage or carport (except that a trailer may be used as a construction shack during the normal period of construction of the main dwelling). Neither shall any boat, trailer, camper unit or motor vehicle under repair be parked on any street shown on a said subdivision plat.
12. SIGNS. No sign of any kind shall be displayed to the public view on any lot except for one sign not more than six (6) square feet in an area advertising the lot for sale or rent, or sign with similar size limitations for temporary use by a builder to advertise the property during the construction and sales period. This restriction shall not prevent the use of ornamental markers bearing the name and property address of the occupants of each lot.
13. GARBAGE. No garbage or trash shall be place or kept on any portion of the property except in covered containers. In no event shall such containers be maintained so as to be visible from neighboring property, except to make the same available for collection, and then only the shortest time reasonably necessary to effect such collection.
14. ANIMALS AND PETS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, and no structures for their housing or accommodation shall be erected or maintained therein, except that dogs, cats and household pets may be kept provided they are not kept, bred or maintained for any commercial purposes.

15. ACCESS. The Developer reserves for himself and his successors and successor in title an easement for access, ingress and egress to and from and over any of the Subdivision to install, service, replace, maintain, repair and improve any of the easements shown on or established by such plat of survey of the Subdivision. Mutual reciprocal easements for access are hereby reserved for the benefit of each lot or dwelling unit across any other lot or dwelling unit as may be necessary for the installation, control, maintenance and repair of any utility, structures or facilities affecting or crossing any lot or dwelling unit. The Developer specifically reserves a twenty (20') feet utility easement along all roads and a thirty (30') feet easement surrounding the lake adjacent to the high water mark for lake maintenance.
16. AMENDMENT. This Declaration may be amended at any time and from time to time by an agreement signed by the owners of at least two-thirds of the lots; provided, however, such amendment by the owners shall not be effective unless also signed by Developer if the Developer owns any lot in said subdivision. Said covenants may be amended by the Developer so long as the Developer remains the owner of a lot in said subdivision, but not to exceed a period of three (3) years from the date hereof; provided that under no circumstances shall restriction 1 be amended by the Developer without the approval of two-thirds of the then owners of all of said lots, even during the first three years after the date hereof. No amendment to the provisions of this Declaration shall alter, modify, change or rescind any right, title, interest or privilege herein granted or afforded to the holder of any mortgage encumbering any lot of dwelling unit unless such holder shall consent in writing thereto. Any such amendment shall not become effective until the instrument evidencing such change has been filed for record. Every purchaser or grantee of any interest in any real property made subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that this Declaration may be amended as provided in this paragraph.
21. TERM. These covenants are real covenants running with the land and shall be binding and shall inure to the benefit of all purchasers and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, at which time said covenants shall be automatically extended for successive periods of twenty (20) years each unless terminated as provided in Official Code of Georgia Annotated Section 44-5-60.
22. ENFORCEMENT. Enforcement by the Developer and/or any property owners against any property owner or owners shall be by proceedings in equity to restrain or enjoin any person or persons from violating or attempting to violate any covenant; provided, however, in the event such remedy is not available, then enforcement may be had against any owner in the form of an action at law for damages because of such violation or violations of any covenant.

23. SEVERABILITY. Whenever possible, each provision of this Declaration shall be interpreted in such a manner as to be effective and valid, but if any provision of this Declaration or the application of the same to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.
24. GENDER. The masculine gender shall be construed to include a female or any legal entity where the context so requires.
25. CAPTIONS. The captions of each section hereof as to the contents of each section are inserted only for convenience and are in no way to be construed as defining, limiting or otherwise modifying or adding to the particular sections to which they refer.
26. INTERPRETATION. In all cases, the covenants and restrictions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of the Developer will best effect the general plan of development and maintenance for the Subdivision. The covenants and restrictions shall be liberally interpreted, and if necessary, they shall be so extended or enlarged by implication as to make them fully effective.
27. ACCESS. The Developer, notwithstanding the above provisions to the contrary, may at any time take a portion of a lot which has not been conveyed by the Developer and use said portion for access purposes, both ingress and egress to any lot or lots in said subdivision or other subdivisions.
28. PARK. The Southeastern half of Lot 26 is set aside to be used as a community park by all lot owners in said subdivision. No loud or offensive activity will be conducted on said park and all trash and garbage shall be removed immediately from park area at conclusion of any use.
29. POND LOTS. Owners of lots which border on the large pond in said subdivision which is closest to Upper River Road shall be governed also by the following provisions affecting the use of the pond. The smaller pond furthest from Upper River Road is not a part of the subdivision. The owners of lots not bordering said large pond shall have use of said large pond also and shall be governed by those pertinent provisions below which are applicable to them when using pond. Lot owners shall have the right to use the entire large pond to the high water mark notwithstanding that Lot 10 and part of Lot 26 are excepted from the subdivision and these covenants.
 - A. All lot owners and their immediate families shall have a right to use said pond. No person other than the immediate family shall have the right to the use of said