

WATER FRONT

ADCOCK-MORRIS CORPORATION

PROTECTIVE COVENANTS

Conditions, Covenants, Restrictions and Easements
affecting property of ADCOCK-MORRIS CORPORATION.

THIS DECLARATION, made this 19th day of November,
1974, by ADCOCK-MORRIS CORPORATION, hereinafter called the
"Declarant";

W I T N E S S E T H:

Declarant is the owner of the real property described
in Clause I of this Declaration, and is desirous of subjecting
the real property described in said Clause I to the restriction
covenants, reservations, easements, liens and charges herein-
after set forth, each and all of which is and are for the
benefit of said property and for each owner thereof, and shall
inure to the benefit of and pass with said property, and
each and every parcel thereof, and shall apply to and bind
the successors in interest, and any owner thereof;

NOW, THEREFORE, ADCOCK-MORRIS CORPORATION hereby
declares that the real property described in and referred to
in Clause I hereof is, and shall be, held, transferred, sold
and conveyed subject to the conditions, restrictions, covenant
reservations, easements, liens and charges hereinafter set
forth.

DEFINITIONS OF TERMS

Building Site shall mean any lot, or portion thereof
~~or any two or more contiguous lots, or a parcel of land of~~

record and in a single ownership and upon which a dwelling may be erected in conformance with the requirements of these Covenants.

Corporation shall mean ADCOCK-MORRIS CORPORATION.

CLAUSE I

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be held and shall be conveyed, transferred and sold subject to the conditions, restrictions, covenants, reservations, easements, liens and charges with respect to the various portions thereof set forth in the various clauses and subdivisions of this Declaration is located in the County of Tift, State of Georgia, and is more particularly described as follows, to wit:

All numbered Lots and land as shown on plat dated November 6, 1974, and recorded in Plat Book 10, page 80, public records of the Office of the Clerk of Tift Superior Court, Tift County, Georgia, said Lots composing Blocks A, B, and certain unnamed Blocks of said property, and these Covenants likewise apply to any and all property of Declarant located within 200 feet of any Lot of Declarant on said Plat.

No property other than that described above shall be deemed subject to this Declaration, unless and until specifically made subject thereto.

The Declarant may, from time to time, amend or add to these Covenants, subject additional real property to the conditions, restrictions, covenants, reservations, liens and charges herein set forth by appropriate reference hereto.

CLAUSE II

GENERAL PURPOSES OF CONDITIONS

The real property described in Clause I hereof is subject to the covenants, restrictions, conditions, reservations, liens and charges hereby declared to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvements of building sites; to secure and maintain proper setbacks from streets, and adequate free space between structures; and in general to provide adequately for a high type and quality of improvement in said property, and thereby to enhance the value of investments made by purchasers of building sites therein.

1. All lots in said section shall be known, described and used solely as residential lots, and no structures shall be erected, placed or permitted to remain on any of said lots other than one detached, single-family dwelling not to exceed two and one half (2½) stories in height, above the basement, together with a one or several car garage. No garage shall be open to the street side or waterfront except with approval of Declarant. All construction shall be completed within one year from date commenced. *

2. No building, fence or other structure shall be erected, placed or altered on any lot in the Subdivision until the building plans, specifications, exterior color or finish, plot plans (showing the proposed location of such building

* However, stables and facilities for horses shall be allowed as provided for in paragraph 5 of these Restrictive Covenants.

or structures, drives and parking area), and construction schedule have been approved in writing by the Declarant, its successors or assigns. Refusal or approval of plans, location or specifications by Declarant may be based upon any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Declarant shall seem sufficient. No alterations in the exterior appearance of any building or structure shall be made without like approval. One copy of all plans and related data shall be furnished the Declarant for its records, along with a dated written request to approve or disapprove such plans within twenty days from the date submitted. The party submitting the plans to Declarant shall request a written receipt from Declarant that Declarant has received the plans. Declarant shall, within said twenty days, approve or disapprove the plans in writing by letter to the party submitting said plans. In absence of any writing to the contrary, it shall be presumed that said plans have not been approved. Any and all writings pertaining to this paragraph shall be properly signed and dated or else shall be considered null and void and of no effect.

3. No portion of any lot, other than that covered by buildings 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, private swimming pools, tennis courts, and other appropriate private facilities, the planting of trees or shrubbery, the growing of flowers, or ornamental plants or 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 thereon without the approval of Declarant. No weeds, underbrush or other unsightly objects shall be placed or suffered to remain anywhere thereon.

4. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on such lot which shall tend to destroy the beauty of the neighborhood as a whole or the specific area.

5. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract 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. However, any existing barns or building located upon said property may be used by Declarant for storage or stables for horses until lots for residences are sold within 400 feet of such existing buildings.

6. For a one-story residence, the floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 2,500 square feet. In the case of a one and one-half, two or two and one-half story structure, the ground floor area shall not be less than 1,000 square feet provided, however, that no dwelling may be erected upon said lots until the plans and specifications for such dwellings are first submitted to the undersigned for approval.

or disapproval in accordance with the time limits specified in paragraph two above. Any dwelling, the plans and specifications for which have been disapproved by the undersigned or said committee, shall not be constructed in said subdivision.

7. In the event the owner of any residential lot permits any underbrush, weeds, et cetera, to grow up on any such lot to a height above two (2) feet, (except as part of a landscaping plan approved by the Declarant) and on request, fails to have the premises cut within thirty (30) days, agents of the Declarant may enter upon said land and cut and remove same at the expense of the owner; provided, however, that such expense shall not exceed One Hundred Dollars (\$100.00) annually. The Declarant, or its agents, may likewise enter upon said land to remove any trash which has collected on said lot at the expense of the owner; provided, however, that such expense shall not exceed One Hundred Dollars (\$100.00) annually. This provision shall not be construed as an obligation on the part of the Declarant or its associates to provide garbage or trash pick-up service. The amounts provided for herein may be raised or lowered annually according to the discretion of Declarant or the committee in accordance with the U. S. Federal Cost of Living Index.

8. No livestock, birds, fowl or animals of any kind except cats and dogs or any other household pets, shall be kept or harbored upon any lot. The Declarant at any time and for any reason, in its discretion, may limit or prohibit the harboring and keeping of any or all animals hereunder. Birds shall be confined in cages. The Declarant may at its discretion declare any animal a hazard to the community and upon request owner shall remove same from the premises within thirty (30) days from date of request.

9. Each lot owner shall provide receptacles for garbage in a screened area not generally visible from any road, water-front or golf course, or provide underground receptacles, or like facilities in accordance with reasonable standards established by the Declarant. Garbage disposals are suggested for use in all residences.

10. No placards or advertising of any nature, other than as relates to the sale or leasing of any of the property in said ADCOCK-MORRIS CORPORATION, shall be placed and maintained upon any lot of said section or in or upon any building which may be erected thereon. However, in no event shall such placards or signs exceed two square feet.

11. The owner reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain, and use electric and telephone poles, wires, cables, conduit sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone, gas, sewage, water or other public conveniences or utilities on, in or over the rear and/or front ten (10) feet of each lot and ten (10) feet along one side of each lot and such other areas as are shown on the plat of the subdivision. These easements expressly include the right to cut any trees, or bushes, et cetera, grading, ditching, and like action reasonable or necessary to provide economical utility installation or to maintain shore line beauty.

12. No private water well may be drilled or maintained on any building lot without first obtaining the consent of the Declarant. However, it is understood that as soon as the water mains are installed, property owners are required to connect at their own expense to such mains for water on said premises. The central water supply system provided for the service of said land shall be used as the sole source of water for water spigots and outlets located within all buildings and improvements located on each building plot. No individual water system will be allowed unless Declarant fails to provide a central water system. Owners of lots shall pay a reasonable monthly minimum and monthly charges for water used. Declarant may install water meters to determine charges for water used. However, any charges must be competitive to neighboring municipal water systems.

13. No septic tanks may be installed or maintained on any residential lot so long as a central system for the disposal of sanitary sewage is maintained. Any home owner shall be required to attach on to any central system for the disposal of sanitary sewage within one year after such system is installed. Septic tanks and drain fills, if any, shall conform to rules and regulations of State and County health authorities. Declarant may charge reasonable tap fees for attaching to the central sewage system and may charge reasonable monthly minimum sewage rates which must be likewise competitive to neighboring sewage systems.

14. All driveways shall be paved from street right of way line or from paved street, if street is paved, to house on said lot. The Declarant reserves the right to change the lines on any unsold numbered lot. However, this right does not include the right to increase the number of lots as shown on the recorded plat.

15. No dwellings will be constructed on any building site unless the same is equipped for all-electric living with electricity to be the exclusive source of heat, light and power, without first obtaining the written permission of Declarant.

16. No building shall be erected on said property so that the base of the building or supporting structures thereof shall be nearer than 60 feet to the front street right of way line, nearer than 100 feet to any water line where property is located on a lake, or nearer than 20 feet to any side property line.

17. All clothes lines or drying yards shall be so located as not to be visible from the street serving the premises or from the waterfront.

18. No owner of any part of the property will do or permit to be done any act upon his property which may be or is or may become a nuisance.

19. Boat docks and piers, the highest projection of which shall not exceed the elevation of the land adjoining such docks and piers shall be permitted to be constructed adjoining any waterfront lot provided, however, that no such boat docks shall be erected, constructed, maintained or permitted which will extend beyond ten feet from the lot line paralleling and adjoining the waterfront.

20. No structure except docks and piers permitted by paragraph 19 above shall be constructed nor any fill used to extend the property beyond the lot and bulkhead line on any waterfront property.

21. Notwithstanding any provision to the contrary herein, any proposed boathouses, piers or other structures shall be submitted and approved or disapproved by the Declarant or committee, as the case may be, in accordance with the provisions of Paragraph No. 2 herein. In all cases all such structures shall be in keeping with and compatible with the homes in the immediate area.

22. No trucks and no commercial type vehicles may be driven, stored or parked on any residence lot except while parked in a closed garage or except while engaged in transporting to or from a residence in the Subdivision. Nothing of a commercial nature may be stored upon said property.

23. Property owners shall be responsible for and pay their pro-rata share of the cost to pave roads and streets immediately adjacent to and adjoining property of property owners, the cost of same to owner to be based upon a pro-rata share of the total cost of street per running foot of property owner. In the event the undersigned Declarant should surrender its charter and cease to exist as a corporation or desire to delegate its powers, rights and authority hereunder, the undersigned may designate an architectural control committee consisting of three home owners in said Subdivision which committee shall have all the powers, rights and authority given to Declarant hereunder unless otherwise restricted in writing by Declarant. Should one of the designated home owners cease to own a home in said Subdivision or in the event of the death or resignation of any member of the committee, a majority of the remaining members shall have the full authority to designate a successor. A majority of the committee shall prevail on any issue before the committee.

24. The Declarant, or the architectural control committee, as the case may be, shall not be entitled to any compensation for services performed pursuant to these covenants. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers or duties. The Declarant, or the committee, as the case may be, shall have the authority to waive building location restrictions where it appears that an undue hardship or excessive expense would incur to the lot owner if required to comply with same. However, any such change should not take away from the beauty and harmony of the external designs of said sub-development and in no event shall the Declarant or committee have the authority to lower the minimum dwelling size of any residence.

25. The Declarant, or committee, as the case may be, shall have the right and privilege from time to time to promulgate rules and regulations concerning the use of the lake, type and kind and size of boats and motors used within any lake adjoining said properties as well as the right to set forth specifications for piers on the water front and any type and kind of building or shelter or other structure contemplated to be located within the lot or on the water line of said lake.

26. Declarant or committee, as the case may be, reserves the right and privilege to require either at the time of purchase of any lot herein or by separate contract that any property owner shall pay a pro-rata share for any paving costs for paved roads adjacent to land owners' premises and to charge a reasonable monthly rate for water use, sewage system and for lake care and maintenance.

27. The Declarant reserves the right to have only one entrance into and out of said property, this right shall be exercised by Declarant at any time it so desires in its discretion. Declarant shall have the right in its sole discretion to open, close, alter or change any roads, streets, or thoroughfares into and from said property as well as the right to designate the number and place of entrances of ingress and egress.

28. Each lot owner shall own a pro-rata share of the lake shown on the plat referred to herein and such shall be so stated and noted upon the deed to any lot owner. Each lot owner agrees to indemnify and hold Declarant harmless for any damages sustained by a lot owner, its guests or invitees upon the premises of any lot owned or upon the lake above referred to.

29. Declarant, or the committee, as the case may be, may have the right to establish a security guard system at any entrance designated by Declarant and each home owner shall participate in said expenses of same by paying a pro-rata share of same.

30. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from date, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the building sites covered by these covenants it is agreed to change said covenants in whole or in part.

31. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said tract, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from so doing or to recover damages or other dues for such violation.

32. Invalidation of any one of these Covenants or any part thereof by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, said ADCOCK-MORRIS CORPORATION has hereunto set its hand and affixed its seal, the day and year first above written.

ADCOCK-MORRIS CORPORATION

By: [Signature]
President

Signed, sealed and delivered
in the presence of:

ATTEST: [Signature]
Secretary

[Signature]
[Signature]
N. P. Morris Corporation
4.8.77

(SEAL)