

Filed 2-15-1990 Recorded 2-15-1990 John T. Lindsey, CSC

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
QUAIL HOLLOW SUBDIVISION
OF LAND LOT 338, 6TH LAND DISTRICT
TIFT COUNTY, GEORGIA

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STATE OF GEORGIA,
COUNTY OF TIFT

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made and published this 13th day of February, 1990, by GREEN INDUSTRIES, INC., a corporation organized and existing under the laws of the State of Georgia, with its principal office and place of business in Tifton, Tift County, Georgia, [hereinafter "GREEN"]

W I T N E S S E T H :

WHEREAS, GREEN is the owner of the following described property:

All that tract or parcel of land situate, lying and being in the County of Tift, in the State of Georgia, being a part of Land Lot 338 in the 6th Land District of Tift County, Georgia, and being more particularly described as follows:

All of Lots 1 through 16 in Block A, and All of Lots 1 through 16 in Block B, inclusive, of Quail Hollow Subdivision as shown upon that certain plat of survey entitled "Plat of Quail Hollow Subdivision, prepared by Hampton & Associates Surveying Co., Inc., Surveyors, dated October 18, 1989 and recorded in Plat Book 19, page 217, records of Tift County, Georgia, to which plat and the record thereof reference is hereby made.

WHEREAS, it is to the interest, benefit and advantage of GREEN and to each and every person who shall hereafter purchase any lot within said subdivisions that certain covenants, conditions and restrictions governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants, conditions and restrictions running with the land;

NOW THEREFORE, for and in consideration of the premises and of the benefits to be derived by GREEN and each and every subsequent owner of any of the said lots, GREEN does hereby set up, establish, promulgate and declare the following covenants, conditions and restrictions to apply to all of said lots and to all persons owning said lots, or any of them, hereafter; with these covenants, conditions and restrictions becoming effective immediately under and through GREEN and being effective until thirty-five (35) years from date at which time the same may be extended or terminated in whole or in part as hereinafter provided:

1. LAND USE AND BUILDING TYPE. No lot shall be utilized for any purpose except residential purposes. No building shall be constructed, erected, placed, altered or permitted to remain on any lot other than one

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detached single-family dwelling not in excess of two and one-half stories in height [exclusive of any basement] plus a private residence garage for motor vehicles and plus such residential accessory buildings.

2. ARCHITECTURAL CONTROL. No building, fence, wall or other structure of any nature shall be constructed, erected, placed, altered, or permitted to remain on any lot until the construction plans and specifications and a plan showing the location of the proposed structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, as to harmony of external design with existing structures, and as to location including relationship with topography and finish grade elevation.

3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$30,000.00 based upon costs levels prevailing in Tift County, Georgia, on the date of this instrument, it being the intention and purpose hereof to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date hereof at the minimum cost stated herein for the minimum permitted dwelling size. The heated floor area of the main structure, exclusive of open porches and garages, shall not be less than 1200 square feet.

4. BUILDING LOCATION. No building shall be located on any lot nearer to lot lined shown on the recorded plat than twenty-five (25) feet from any lot line abutting any street, than ten (10) feet from any side lot line and thirty (30) feet from a rear lot line. For purposes of this provision eaves, steps, carports and open porches shall not be considered as a part of a building; provided however that this shall not be construed to permit any portion of a building to encroach upon another lot.

5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 75 feet at the minimum building set back line or having an area of less than 10,000 square feet.

6. DIVISION OF LOTS. No lot shall be resubdivided without the prior written approval of the Architectural Control Committee.

7. DURATION OF CONSTRUCTION. Upon commencement of construction of any structure or improvement upon any lot, the owner of said lot shall cause construction work to proceed in a diligent manner so that construction can be completed within a reasonable time. No lot owner shall allow or permit any such construction to remain incomplete, after once commenced, for more than one calendar year.

8. EASEMENTS. Easements for installation and maintenance of utilities, drainage, and recreation are reserved as shown on the recorded plat.

9. NUISANCES. No noxious or offensive activity shall be carried or permitted on upon any lot, nor shall anything be done or allowed to be done thereon which may be or may become a nuisance to the owners of adjacent property in the said subdivision. No substance or material shall be kept or maintained on any lot which would emit foul or obnoxious odors.

10. TEMPORARY STRUCTURES. No structure of a temporary character and no trailer, mobile home, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either on a temporary or permanent basis.

11. SIGNS. Unless otherwise approved in advance by the Architectural Control Committee, no sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction period.

12. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

13. ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept in a reasonable number provided that they are not kept, bred or maintained for any commercial purposes. No pet shall be allowed or permitted to become a nuisance to the owner of any other lot in the subdivision.

14. GARBAGE AND REFUSE DISPOSAL. No part of any lot shall be used or maintained in whole or in part as a storage area or dumping ground for rubbish or anything of character which would cause such lot to appear to be in an unclean or untidy condition or that would be obnoxious to the eye. Trash, garbage, and other waste shall not be kept upon a lot except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a neat, clean and sanitary condition.

15. NON-OPERATABLE VEHICLES. No non-operatable vehicle of any type shall be permitted on any lot unless kept in completely enclosed garage and approved in advance in writing by the Architectural Control Committee.

16. LAWN MAINTENANCE. No weeds, underbrush or other unsightly growth shall be allowed or permitted to grow or remain upon any portion of a lot and no lawn shall be allowed or permitted to become overgrown or unkept.

17. MAINTENANCE OF STRUCTURES. Buildings and other structures constructed on any lot shall be maintained in the essential the same stated as constructed and no finished building or other structure shall be allowed or permitted to become or remain in need of repair or maintenance.

18. WATER SYSTEMS. No individual wells or water supply system shall be permitted or allowed on any lot.

19. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located, constructed

and thereafter maintained in accordance with the requirements, standards and recommendations of the Georgia Department of Public Health.

20. SIGHT DISTANCE AND INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

21. ARCHITECTURAL CONTROL COMMITTEE.

(a) MEMBERSHIP. The Architectural Control Committee is composed of HENRY GLENN GREEN, DANE GREEN and KEVIN GREEN, all residence of Tift County, Georgia. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

(b) PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representatives fails to approve or disapprove within 60 days to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

22. TERM. 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 thirty-five (35) years from the date of this instrument after which time this instrument shall be automatically extended for successive period of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change the provisions hereof in whole or in part or to terminate this instrument and its effectiveness.

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

24. SEVERABILITY. Invalidation of any one of the provisions hereof by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

25. AMENDMENT. GREEN, for and on behalf of itself and its successors and assigns, reserves unto itself the right to amend these covenants, conditions, and restrictions from time to time by execution of appropriate documents relative thereto provided the same is concurred in and agreed to by all other persons or entities then owning any portion of the land to which these covenants, conditions and restrictions are applicable.

IN WITNESS WHEREOF, the undersigned has caused these presents to be properly executed by its proper officials and its corporate seal affixed on this day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]

NOTARY PUBLIC
GEORGIA, TIFT COUNTY
My Commission Expires: 12/6/92
Notary Execution Date: 2/13/90

GREEN INDUSTRIES, INC.

By: *[Signature]*
President

Attest: *[Signature]*
Secretary

[SEAL]

[NOTARY SEAL]