

Palmetto Development Corporation

Dublin, Georgia 31021  
478-272-7273

DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS FOR  
SHEWMAKE ESTATES

State of Georgia, Laurens County  
CLERK'S OFFICE, SUPERIOR COURT

Filed April 1, 2002  
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At 9:40 O'clock A M  
In Book 1279 Page 30

*Althea Adams*  
Clerk of Superior Court

STATE OF GEORGIA

COUNTY OF LAURENS

THIS DECLARATION is made this 29 day of March 2002 by ROY ALLEN THOMAS and STANLEY SMITH, and is binding upon the heirs, successors and assigns.

WITNESSETH:

WHEREAS, ROY ALLEN THOMAS and STANLEY SMITH presently own and are the developers of certain lots, tracts and parcels of land in Laurens County, Georgia, as shown upon the attached plat; and

WHEREAS, the said ROY ALLEN THOMAS and STANLEY SMITH propose to convey their interest in said property to a certain corporation known as Palmetto Development Corporation; and,

WHEREAS the said ROY ALLEN THOMAS and STANLEY SMITH and/or Palmetto Development Corporation propose to sell and convey lots described in the plat attached hereto and incorporated herein subject to beneficial and protective covenants, restrictions and conditions governing and regulating the use, maintenance and occupancy of said lots; and,

WHEREAS, these Covenants are for the purpose of protecting and preserving the values, desirability, peace and tranquility of a certain subdivision known as Shewmake Estates, located in the 18th land district of Laurens County.

NOW THEREFORE, the undersigned ROY ALLEN THOMAS and STANLEY SMITH hereby declare the following protective covenants, restrictions and conditions to be covenants running with the land in said subdivision, which Covenants shall be effective immediately upon the recording of same in the Office of the Clerk, Laurens Superior Court, and shall be binding upon the said ROY ALLEN THOMAS and STANLEY SMITH, Palmetto Development Corporation, and upon all parties having or acquiring any right, title or interest in any of the real estate, lots, parcels, and/or property which is described by the plat attached hereto for the duration of these Covenants.

**ARTICLE 1**

**Shewmake Estates**

The term Shewmake Estates shall refer to Shewmake Estates Subdivision as hereinbefore described on the attached plat.

The term "lot" shall mean and refer to any of the lots in said Subdivision as hereinbefore described and as enumerated by lot numbers 1 through 25.

**Developer**

The term "Developer" shall mean and refer to ROY ALLEN THOMAS and STANLEY SMITH, Palmetto Development Corporation, and its successors, and assigns.

**Owner**

The term "Owner" shall mean and refer to any person, persons or entity to whom title to any lot or portion of a lot in said Subdivision is transferred from this day forward.

**Committee**

"Committee" shall mean and refer to the Architectural Control Committee, as appointed by said ROY ALLEN THOMAS and STANLEY SMITH and/or Palmetto Development Corporation and shall have the authority to approve all exterior construction on all lots in said Subdivision.

**ARTICLE II**

**USE OF LOTS AND CONSTRUCTION OF IMPROVEMENTS**

**Residential Use**

Each Lot may be used for residential purposes only and may be used for the construction of one (1) single family home and other improvements as may be approved by the Committee. No business may be conducted from any lot or home without the written approval of the Committee. The Committee may not approve any business that would create a nuisance. Business activities of the Developer in developing said Subdivision are exempt from the provisions of this section. Builders and subcontractors may put up such signs as may be deemed appropriate by the Developer.

**Minimum House Size**

Any house constructed on any Lot must contain a minimum of 2000 square feet of heated and cooled living area, exclusive of open or screened porches, patios, decks,

carports, garages, pool houses, etc. In addition, a minimum two-car garage or carport with enclosed sides must be constructed on the Lot at the same time that the dwelling is constructed. Garages may have a breezeway or may be attached to the principal dwelling. If a carport is used, it must be a side or rear entry. Multiple story dwellings are limited to two and one-half stories, exclusive of basement and must contain a minimum of 1200 square feet of heated and cooled living area on the ground floor unless a variance is approved by the Committee as hereinafter provided. No residence may be constructed at ground level on a concrete slab or monolithic foundation.

The 2000 square feet must be above ground level and basements do not add any square footage to the 2000 square footage requirement. Any garage that opens to Spearhead Road shall have doors and said doors must be kept closed except when entering or leaving the garage area.

#### Approval of Plans

All aspects of exterior construction on all lots are subject to approval by the Committee. No residence, garage, barn, outbuilding, fence, wall driveway, exterior lighting, antenna, satellite dish, utility line, sewer system, clothesline, garden, pond, swimming pool, tennis court or other improvement may be commenced or constructed upon any Lot, nor may any exterior addition to, or change or alteration thereon, be made, nor shall any earthmoving or tree removal on any Lot be undertaken, nor may any mailbox, culvert or driveway be installed on the road right of way, until the plans and specifications showing the design, style, dimensions, colors, material and location have been submitted to and approved by the Committee. All driveways must be completed at the time the home owner assumes occupancy of his residence and all driveways must be paved, covered with rocks or other material durable enough to prevent erosion of the soil and provide safe egress and ingress from the owner's lot to Spearhead Road.

#### Mowing

Each Lot owner shall be responsible for the mowing of his vacant lot at least three times annually, once during the months of May, July and October. Lots on which homes have been built should be mowed and groomed as often as is necessary to keep lawns in a neat, trim and orderly condition. In the event that any Lot is not mowed as described above, the Committee and/or owner may and shall have the right after five (5) days written notice to the lot owner to enter upon said Lot and mow same with the expense thereon being billed to the owner. In the event any lot is not mowed as described herein, the Committee and/or the owner shall have the right, after five (5) days written notice to the lot owner, to enter said lot and mow the same the expense thereof being billed to the owner of the lot who shall be responsible for payment of the same, and upon failure thereto, reasonable cost thereof shall constitute a lien by the Developer

#### Litter and Junk

The owner of each lot must keep said Lot and the road right of way bordering said Lot in a neat and orderly condition, free of litter, junk, debris, rubbish and scrap at all

times. All building debris that blows from the owner's lot to the adjoining lot or land must be retrieved and disposed of. No dumping shall be allowed on any lot or adjoining land.

#### Time of Construction

Construction of all homes on lots purchased within said subdivision must begin within twenty-four (24) months of the date of purchase. Once construction has begun, all construction must be completed with nine (9) months. In appropriate situations where construction is delayed due to certain unforeseen circumstances, then and in that event, the Committee may make a variance to this Covenant.

#### Lot Resale

On any lot purchased from the Developer and where there has been no construction there shall be no "For Sale" signs or other signs indicating that the lot is for sale unless specific permission is granted by the Developer.

At any time after the completion of construction that an owner desires to sell his property, he may place upon said property a sign not exceeding 12 inches in height and 18 inches in width (216 square inches) upon the property. This sign must state "For Sale" and may give up to two (2) telephone numbers for prospective buyers to contact owner.

#### Aesthetic Fences

All fences built on each lot must be approved by the Committee. Metal, chain link type fences will not be approved for use within sixty (60) feet of Spearhead Road and must be approved for use elsewhere by the Committee. Open wood fences will be considered by the Committee for use within sixty (60) feet of Spearhead Road.

While cable television is not yet available in Shewmake Estates, homeowners may desire to utilize a satellite dish for improved television reception. No satellite dish shall be placed within one hundred (100) feet of Spearhead Road. Placement of any antennae or satellite receiving system must be approved by the Committee. In the event that satellite dish technology becomes such that enhanced television reception may be gained by affixing such dish to the residence itself, a variance for same must be approved in writing by the Committee.

Considerable expense has been incurred to place all utilities underground. No property owner will be allowed to carry these utilities from the substation of Oconee Electric Membership Corporation or Progressive Rural Telephone Company or any other utility provider to their home by any method other than below the surface of the ground. Any wiring or provision for electrical services elsewhere on the property must be approved by the Committee.

#### Trash and Garbage Removal

Starting on the date that construction starts on any lot, the owner must arrange for regular removal of all garbage, trash, scrap, building debris and litter at least biweekly.

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### Mobile Homes

No mobile home or trailer house or double-wide or any other form of mobile or modular home shall be permitted for any reason or purpose. No travel trailer, mobile homes, tent, basement garage, or any other similar structure may be used on any lot as a temporary or permanent residence.

There shall be no subdivision of any lot which is subject to these Covenants for a period of at least five (5) years from the date of purchase of said lot and no less than two acres can be sold and the part remaining after the sale must be at least two acres.

Shewmake Estates Subdivision is situated on a naturally wooded land. This look should be maintained as much as possible and while it is obviously impossible to build without removing trees, it is imperative that each lot owner's building plan and location of home and driveway be approved the Committee prior to any clearing of the land.

Notwithstanding the above requirement, it is desirable for scrub trees, undergrowth, trash trees and damaged trees be removed between the location of the dwelling on each lot on Spearhead Rd. Such practices will open the forest for a more favorable view of each lot owner's home as well as improve conditions for the remaining trees. All growing tree removal must be approved the Committee. It is not the purpose of this Covenant to infringe upon an owner's right to develop his or her lot or construct his or her home as such lot owner desires, but to protect the property from the inclination to remove trees in such a manner that the look sought the Developers would be adversely effected. No property owner who purchased a lot in said Subdivision from the said ROY ALLEN THOMAS or STANLEY SMITH or Palmetto Development Corporation or any subsequent owner shall sell, grant, or convey any portion of said lot or any easement across said lot to any person or entity for the purpose of providing anyone access to Spearhead Road from property not part of Shewmake Estates. In that Roy Allen Thomas, James Stanley Smith, and Palmetto Development Corporation own other properties that adjoin Shewmake Estates, those entities maintain the above stated right to themselves.

### GENERAL PROVISIONS

1. No buildings or dwellings may be constructed within 60 feet of Spearhead Road or within 20 feet of any adjoining lot.
2. Any impoundments of water on any lot shall be approved by the Committee prior to construction.
3. No pets may be kept on said lot except those penned up or on a leash.
4. No horses, livestock, or chickens may be kept on any of the lots subject to these Covenants. Notwithstanding the provisions of this paragraph, no swine, pigs, or hogs may be kept on any of the lots at any time.

5. Any private docks which are built upon impounded waters may not extend over 25 feet into the water from the shoreline.
6. Impounded waters are for the exclusive use of those owners of lots that touch on the impounded waters. Guests of property owners must be non-residents of Shewmake Estates and can fish on the impounded waters only when in the company of property owners whose lots touch on the impounded waters.
7. Maintenance of dams for impounded waters, fertilization of impounded waters and other improvements or other maintenance costs shall be born equally by all property owners whose lots touch on the impounded waters. All decisions on this impounded water maintenance shall be by majority vote of the property owners whose lots touch on impounded waters and refusal to pay the prorata share (based on each lot-not acreage of each lot) shall be cause to place a lien against that property owner's land by other property owners whose lands touch upon impounded waters. The payment of said lien shall obligate the property owners to cancel the lien and the proceeds from the satisfaction shall be paid out equally to the remaining property owners who incurred the expense to maintain the impounded waters. The purchase of a lot on impounded waters in this subdivision constitutes an agreement to comply with this Covenant in its entirety.

The lots that touch on and pass through impounded waters may place no obstruction above the water or below the water that would preclude all property owners on the impounded waters from free access to all open water or below the water. It is also intended that the impoundment dam would be open to all persons who own lots on the impounded water.

The preceding paragraph does not preclude a property owner of a lot on impounded waters from building a dock into the impounded waters, so long as the dock does not exceed 25 feet in total length.

8. No metal outbuildings may be placed upon any lot within the Subdivision.
  9. There shall be no parking on Spearhead Road in the subdivision, with the exception of private gatherings where private parking is insufficient. In such case, parking shall be on the shoulder of the road and no vehicle shall remain parked at such places overnight.
  10. All lot owners shall be responsible for preventing obnoxious or offensive activities, excessively loud music, annoyances or nuisances from being carried on their lots.
  11. Go carts, dune buggies, motorized trail bikes and ATV's (all terrain vehicles) may not be used or allowed in Shewmake Estates Subdivision
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unless equipped with sound reduction mufflers. The use of said vehicles shall be prohibited on Spearhead Road and shall be restricted to the confines of the owner's own lot.  
There shall be no hunting permitted on any lot in Shewmake Estates Subdivision.

12. The Owner and Developer of the Subdivision, whether the same be ROY ALLEN THOMAS or STANLEY SMITH or Palmetto Development Corporation, the Committee, as defined within the covenants and the owner of each lot or any subsequent owner, their heirs, successors and assigns of the Developer or the Committee may proceed at law or in equity to prevent the violation of these Covenants. No failure or delay on the part of the aggrieved party to invoke any available remedy with respect to anyone or more of these Covenants shall be held to be a waiver to assert any right available to such party upon the recurrence or continuation of said violation.
13. The Owner and the Developer of the Subdivision, ROY ALLEN THOMAS, the Committee as defined with these Covenants and the Owner of each Lot or any subsequent Owner or the heirs, successors and assigns of the Developer or the Committee may proceed at law or in equity to prevent the violation of these Covenants. No failure or delay on the part of the aggrieved party to invoke any available remedy with respect to any one or more of these Covenants shall be held to be a waiver by that party to assert any right available to such party upon the occurrence, recurrence or continuation of such violation or violations.
14. These Covenants, Conditions are to run with the land and shall be binding on all parties and all persons claiming under them for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said Covenants and Restrictions may be amended at any time during their existence by the Developer, his heirs, successors and a Fifty-One (51%) majority vote from the Lot Owners within said Subdivision. No amendment shall be effective until recorded in the Office of the Clerk of the Laurens Superior Court.  
Only those lots enumerated by numbers from 1 through 25 are a part of the Shewmake Estates Subdivision and subject to these Restrictive Covenants. Other properties owned by said ROY ALLEN THOMAS, JAMES STANLEY SMITH, or Palmetto Development Corporation are not part of this Subdivision and are not subject to compliance with these Restrictive Covenants.

#### PROPERTY OWNERS ASSOCIATION

Believing that a property owner's association will be beneficial to the owners of individual lots in Shewmake Estates, this particular covenant mandates or obligates the owners of lots in the subdivision to form an association and incorporate the same within

120 days of the sale of the first 10 lots. The association will be responsible for the general well-being and beautification of Shewmake Estates. At the time the association is formed, the dues of each property owner shall be \$25.00 per month. Said dues shall be paid into a treasurer elected from the membership of the property owners. The association shall elect other officers as deemed necessary. Any increase in dues or action of the association shall be enacted upon at least a 75 % favorable vote of the property owners.

The developer has installed security lights along Spearhead Road and will pay for the cost of each light located on a lot until that lot sells, at which time the purchaser of the lot shall put the light in their own name and pay for the light until the association of Shewmake Estates is formed. Upon the formation and incorporation of the association, it shall begin paying for all street lights in Shewmake Estates.

Only those lots enumerated by numbers from 1 through 25 are a part of the Shewmake Estates Subdivision and subject to these Restrictive Covenants. Other properties owned by said ROY ALLEN THOMAS, JAMES STANLEY SMITH, or Palmetto Development Corporation are not part of this Subdivision and are not subject to compliance with these Restrictive Covenants.

IN WITNESS, WHEREOF, ROY ALLEN THOMAS and STANLEY SMITH have caused these Covenants, Conditions, and Restrictions to be executed in their names for that certain subdivision known as Shewmake Estates Subdivision the day and year first above written.

Jannine Large  
Witness

Roy Allen Thomas  
ROY ALLEN THOMAS, DEVELOPER

Quinn W. Barnett  
Notary Public  
My Commission expires:

Stanley Smith  
STANLEY SMITH, DEVELOPER

My Commission Expires June 10, 2003