

RESTRICTIVE COVENANTS AND STIPULATIONS AS TO THE
 GEORGIA BLECKLEY COUNTY
 FILED AND RECORDED FOR RECORD

TO

4:11 AM PM Aug 7 1992

COTTON RIDGE SUBDIVISION

BOOK 162 PAGE 130-131

Shirley Ann Smith
 CLERK, BLECKLEY SUPERIOR COURT

The undersigned, being the owners in fee of the property hereinafter described, hereby impose the following restrictive covenants and stipulations as a part of each and every deed or conveyance to be made to any lot sold by the undersigned when said subdivision restrictions and stipulations are expressly made a part of said deed and said lot or lots are described therein as part of the Cotton Ridge Subdivision. The covenants shall run with the land and shall be binding upon the Grantees in the deeds, their heirs, administrators, executors, representatives, successors and assigns.

I

Each numbered lot shall be used for single family residential purposes only. No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of any owner's lot so as to render the same unsanitary, unsightly, or offensive. No business shall be conducted on any lot within the home or in another building.

II

No trailer, mobile home, double wide home, motor home, tent, shack, structure, garage, barn or other outbuilding other than the main dwelling shall be erected on any portion of said lot and occupied as a residence, either temporarily or permanently. A temporary structure may be built by the owners for the sale of lots only.

III

All dwellings to be constructed upon said lots shall have not less than 1800 square feet of heated area floor space, and two-story houses shall have a minimum of 2200 square feet of heated

floor space area. For purposes of these covenants, square footage shall be calculated exclusive of carports, porches, terraces, etc. All dwellings constructed shall require placement of a standard septic tank and drain lines, and in the case of lots bordering the lake, no septic tank shall be placed on said lots so as to permit any drainage into the lake or otherwise placed so as to pose a hazard to public safety for using the lake.

IV

No dwelling shall be erected closer than forty (40) feet back from the front line of the property and there must be at least twenty (20) feet clearance from the property line on both sides of the residence.

V

An auto parking garage or a utility building may be placed on the rear of a lot, provided no one occupies these buildings as living quarters and provided these outbuildings are the same architectural design and material as the dwelling house. A swimming pool may be constructed on any lot. All water well tanks and pumps shall be enclosed in a manner visually consistent with the other structures to be located on the lot. Well pumps and tanks shall not be simply wrapped in plastic insulation, cloth, etc., but shall be physically enclosed. Well pumps and tanks shall be located behind the rear corner of the home which they service.

VI

All lots and any improvements thereon shall be limited to total electric utility service. No gas service, whether propane or natural gas shall be allowed. Use of bottled gas shall be limited to outdoor grilling and cooking and gas logs in the dwelling fireplace.

VII

No chain link fences may be constructed on any lot, with the exception of chain link dog pens, which shall not exceed ten

feet by twenty feet (10' x 20'), and chain link fences around inground swimming pools, in which event the chain link fence shall not enclose an area larger than ten feet (10' wide) in any direction from the swimming pool edge. No fences may extend any further to the front than the front line of dwelling on the lot.

VIII

Any grantee of a lot shall have the privilege as a licensee for his or her own convenience and gratifications, to use the larger lake and the one lot left available for access to the larger lake for the grantees and their invitees only. Everyone within the subdivision understands that the larger lake and smaller lake are to be used for irrigation purposes by the grantors herein and their heirs and assigns. Grantors herein specifically reserve the right to use irrigation motors and pumps powered either by electricity, LP gas, gasoline or diesel. Because of the fact that the lakes will be used for irrigation, the grantors herein specifically notify the grantees that some noise is a necessity associated with the irrigation process and that the water level of the lake will not be guaranteed by grantors herein. All boats used on any of the lakes within the subdivision shall be powered with motors of twenty horsepower or less. No jet skis shall be used on these lakes.

IX

Access and use of any of the three smaller lakes on the property presently owned in whole or part by the grantors herein shall be limited to lot owners whose own lots immediately adjoin that particular lake. In no event shall persons owning lots not contiguous to these three smaller lakes have a right to use any lake, except as a guest accompanied by a qualifying lot owner. Any docks to be constructed by a lot owner contiguous to a lake shall not exceed forty-five feet (45') in length, and shall be constructed of materials conforming to safety codes.

X

No livestock, horses or equines, pigs of any type, peafowl, ducks, geese, or ruminants of any type shall be kept or located upon any lot at any time.

XI

No lot owner shall permit or conduct the burning of household garbage on any lot. The burning of vegetable debris generated on sight shall be permitted, provided that it is done in a manner consistent with the applicable laws, rules and regulations existing or hereinafter imposed by any governmental body.

XII

Each lot owner shall have the responsibility of constructing a driveway from the subdivision road to the lot owners residence and said driveway shall be paved with asphalt or concrete.

XIII

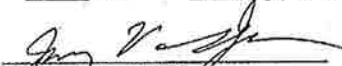
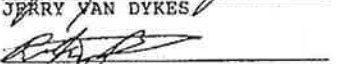
Should any lot owner in said subdivision, his heirs, administrators, executors, or assigns, violate or attempt to violate any of the within covenants, it shall be lawful for the grantors or any other lot owner situated in said subdivision to proceed at law or in equity against the person or persons violating or attempting to violate any one of the within covenants for the purpose of preventing him or her or them from so doing, and to recover damages for such a violation and to receive specific performance of any covenant or stipulation herein. These subdivision restrictions shall extend until _____, 2017, and shall be automatically extended for successive periods of ten (10) years each, unless within sixty (60) days prior to _____, 2017, a majority of then recorded base fee lot owners in this subdivision shall execute and record a declaration of their desire to change the foregoing covenants in whole or in part, specifying in such declaration the changes agreed

upon and the instrument is filed of record in the appropriate county.

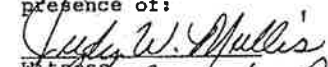

XIV

Invalidation of any one of the foregoing covenants by judgment or any other court decree shall in no way effect any of the other provisions hereof, all of which shall remain in full force and effect. Failure by any party to bring an action to enforce these covenants or any violation thereof shall not constitute a waiver of any future or any subsequent violations or non-compliance.

IN WITNESS WHEREOF, the undersigned have caused this declaration to be executed on the 5th day of August, 1997.


JERRY VAN DYKES

RICKY VAN DYKES

Signed, sealed and
delivered in the
presence of:


WITNESS

NOTARY PUBLIC
Bleckley County, GA.
Commission expires: 2-19-2000