

GEORGIA, BLECKLEY COUNTY
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**RESTRICTIONS, COVENANTS, AND STIPULATIONS
REGARDING COTTON RIDGE SUBDIVISION
PHASE THREE**

STATE OF GEORGIA
COUNTY OF BLECKLEY

WHEREAS, the undersigned, R. V. ENTERPRISES, LLP, a Georgia limited liability partnership composed of partners JERRY VAN DYKES and RICHARD ALAN DYKES, SR., of Bleckley County, Georgia, is the owner of the following described property:

That tract of land in Land Lots 85 and 84 of the 24th Land District of Bleckley County, Georgia, consisting of all lots and undeveloped areas in PHASE THREE of COTTON RIDGE SUBDIVISION and being a portion of the lands described in a Warranty Deed from Harley Drew Abney to Jerry Van Dykes and Richard Alan Dykes, Sr., dated January 3, 1996, recorded in Deed Book D-143, page 323-324, Bleckley County Records; and

WHEREAS, the undersigned intends to develop said property for residential use and considers it desirable and appropriate to place certain restrictions on said property:

NOW THEREFORE, for and in consideration of the premises and of the benefits, both present and future, to the undersigned and to its successors and assigns, the undersigned does hereby covenant and agree that the aforesaid described property shall be subject to the following restrictions, covenants and conditions which shall in each instance be considered as covenants attached to and running with the land and shall to all lots:

[1] The above described property, as subdivided into lots of three or more acres, shall be used solely for single family residential purposes only. No structure shall be erected, altered or permitted to remain on said property other than on-site built one single residential building. Any barn, garage, or other separate outbuilding not attached to the main dwelling house, as well as any and all fencing on said property, shall first be approved the partners of R. V. Enterprises, LLP, prior to construction of said fence or outbuilding. Said approval to be granted by an quit-claim deed from R. V. Enterprises, LLP stating of plans and specifications for such out building or fencing. No trailer, mobile home, double wide, motor home, tent, shack, structure, garage, barn or other outbuilding shall be erected on any portion of any lot and occupied as a residence, either temporarily or permanently.

[2] The floor area of the single family residence, exclusive of the porches, garages, basements and attics, shall contain a minimum of 1800 square feet of heated living area and no residence, garage, or out building on said property shall have an exposed, cement block underpinning which is not covered with another material such as brick, stone, siding, or like exterior material. 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 shall be built on-site and shall require placement of a standard septic tank and drain lines, and no drainage shall be placed so as to pose a hazard to public safety.

[3] No fence or wall, other than an ornamental fence or wall or retaining wall, shall be erected on said property except as approved in Item 1 above.

[4] No buildings on said property shall be erected nearer to the side lines of such property than ten feet.

[5] So long as any one lot and an adjacent portion, or portions, of an adjacent lot, or adjacent lots, are in one owner, such side line restrictions shall be applicable only to the outside boundaries of the entire tract so owned.

[6] No trade or other commercial activity {noxious or offensive or otherwise} shall be conducted or permitted upon said property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Without limiting the generality of the foregoing, boarding houses, rooming houses, tourist homes, fraternity houses, tea rooms, antique shops, and the business of fortune tellers, clairvoyants, or the like are expressly prohibited on the property to which these restrictions apply.

[7] No sign of any kind or character shall be displayed to the public view on said property except one professional sign of not more than five feet square, advertising the property for sale or rent, or signs 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 occupant of said property.

[8] No trailer, basement, tent, shack, garage, barn or other outbuilding erected on said property shall at any time be used as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence.

[9] No latrine or surface toilets shall be permitted upon said property. No pigs, hogs, cattle, or chicken pens shall ever be kept on said property, and no structures for their housing or accommodations shall be erected or maintained thereon. Horses and domestic dogs may be kept on said property.

[10] Said property shall not be used or maintained as a dumping ground for rubbish.

[11] No garbage or other waste shall be kept on said premises except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and shall be located in the rear of the main residence structure.

[12] These covenants are real covenants running with the land and shall be binding upon and shall inure to the benefit of all purchasers and all persons claiming under them for a period of 25 years from the date these covenants are recorded after which time said covenants shall be automatically extended for such successive periods of 25 years at any time with any extensions period an instrument is signed by a majority of the then owners of the lots, and placed on record, agreeing to change said covenants in whole or in part.

[13] Invalidity of any one of these covenants by judgement, or other court order shall in no wise affect any of the other restrictive provisions which shall remain in full force and effect.

This agreement shall be binding upon and shall inure the benefits of the undersigned, his successors and assigns, and upon and between the several assigns of properties hereto an upon the terms and conditions hereof.

IN WITNESS WHEREOF, the undersigned through its duly authorized partners has hereunto set its seal this 28th day of April, 2006.

R. V. ENTERPRISES, LLP

By: [Signature] (L.S.)

Jerry Van Dykes, partner

By: [Signature] (L.S.)

Richard Alan Dykes, Sr., partner

Sworn to and subscribed before me,
this 28th day of April, 2006.

Witness

W. Lonnie Barlow

Notary Public, State of Ga.

My Commission Expires: 8/1/2007

NOTARIAL SEAL

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