

GEORGIA, COLUMBIA COUNTY

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Deed BOOK 628 PAGE 109-123

G. B. POLLARD, JR., CLERK

INSTRUMENT NO. 12073

DECLARATION OF RIGHTS, RESTRICTIONS,
AFFIRMATIVE OBLIGATIONS AND CONDITIONS
APPLICABLE TO SUMMERPLACE

WHEREAS, W. SID BECKUM and CLARENCE H. MANLY, JR., hereinafter referred to as "Declarants", are the owners of certain lands located in Columbia County, Georgia, which they are developing into a community known as Summerplace;

WHEREAS, the Declarants wish to declare certain restrictive covenants affecting said lands.

NOW, THEREFORE, the Declarants do hereby declare that the covenants contained herein shall be covenants running with the land and shall apply to the lands described in Exhibit "A" attached hereto and such additional lands as may be placed from time to time hereafter under the coverage hereof by express declaration incorporating this Declaration by specific reference. The Declarants reserve in each instance the right to add additional restrictive covenants in respect to land covered hereby or subjected hereto in the future and/or to limit the application of this Declaration to lands subjected hereto in the future.

ARTICLE I

Definitions

The following words and terms when used in this Declaration or in any amendment hereto or in any supplemental declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

(a) "Declarants" shall mean and refer to W. SID BECKUM and CLARENCE H. MANLY, JR., their heirs, successors and assigns.

PLEASE RETURN TO:
Nixon, Yow, Walker & Capen
119 Davis Road
P. O. Box 4150
Martinez, Ga. 30907
FOR FILE NO. _____

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(b) "Declaration" shall mean and refer to this Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to Summerplace.

(c) "Lot" shall mean and refer to any subdivided parcel of land located within the Property and shown on a Recorded plat on which has been constructed a single family detached dwelling or which if unimproved is intended for use as a site for a single family detached dwelling.

(d) "Owner" shall mean and refer to the owner of any interest in any portion of the Property, members of his family residing within the Property, his personal representatives, heirs, assigns, successors, tenants, guests, invitees and licensees.

(e) "Property" shall mean and refer to the land described in Exhibit "A" attached hereto or to any portion thereof and to any land which may in the future be subjected to this Declaration.

(f) "Recorded" means recorded in the Office of the Clerk of Superior Court of Columbia County, Georgia.

ARTICLE II

Residential Use, Buildings and Location of Structures

1. Single-Family Residential Use. No portion of the Property shall be used for commercial or mercantile purposes. Each lot shall be used for single-family residential purposes exclusively and recreational purposes incidental thereto. By way of example and without limiting the generality of the foregoing, the following uses of any portion of the property are specifically prohibited; apartment houses, hospitals, infirmaries, boarding houses, stores, offices or hotels.

2. Sleeping Quarters in Attic, Garage or Outbuilding Prohibited. No attic, shack, garage, barn or detached outbuilding shall be used for sleeping quarters except that servant or guest quarters may be provided as a part of or accessory to a main residential building and shall conform to it in exterior design and quality. This provision shall not prohibit the conversion of a garage into sleeping quarters which are incorporated as part of the main residential building.

3. Altering Lot Boundaries. No Lot shall be subdivided, or its boundary lines changed, nor shall application for same be made to Columbia County, except with the written consent of the Declarants. However, the Declarants hereby expressly reserve to themselves, their successors or assigns, the right to replat and change the boundary lines or subdivide any Lot or Lots owned by it in order to create a modified building Lot or Lots; and to take such other steps as are reasonably necessary to make such replatted Lot suitable and fit as a building site including, but not limited to, the relocation of easements, walkways, right-of-way, private roads, bridges, parks, recreational facilities and other amenities to conform to the new boundaries of said replatted Lots, provided, however, no Lot originally shown on a Recorded plat shall be reduced to a size more than ten (10%) percent smaller than the smallest Lot shown on the first Recorded plat showing the Lot to be altered. The provisions of this paragraph shall not prohibit the combining of two (2) or more contiguous Lots into one (1) larger Lot. Following the combining of two (2) or more Lots into one (1) larger Lot, only the exterior boundary lines of the resulting larger Lot shall be considered in the interpretation of this Declaration.

4. Location of Building on Lot. No building of any kind or Character shall be erected on a Lot nearer the street than the minimum building line as shown on the Recorded subdivision plat depicting said Lot; nor shall any building of any kind or character be erected within ten (10) feet of any side property line of a Lot. The main residential building on each Lot shall not be erected within thirty (30) feet of the rear Lot Line. However, swimming pools, other recreational amenities and auxiliary buildings not to be used as sleeping quarters may be constructed to within ten (10) feet of a rear Lot line. If any Lot is re-subdivided or enlarged pursuant to the provisions of paragraph three (3) of Article II hereof, side and rear line restrictions shall be applicable only to the side and rear lines of the Lot as altered or re-subdivided. All boundary lines between corner Lots and contiguous Lots shall be considered as side boundary lines.

5. Main Dwelling Built First. No building or structure shall be constructed prior to the construction of the main dwelling structure on the Lot. The provisions of this Declaration shall not prohibit the Declarants from using a house or other dwelling units constructed on lots as models.

6. Zoning Restrictions. Zoning ordinances, restrictions and regulations of Columbia County and their various agencies applicable to the Property shall be observed. In the event of any conflict between any provisions of this Declaration and such ordinances, restrictions or regulations, the more restrictive provision shall apply.

7. Architectural Control Committee. The Architectural Control Committee shall contain three (3) members. These members shall be W. SID BECKUM, THOMAS BLANCHARD, II, and J. GARY WATERS. In the event of a vacancy in the Architectural Control Committee, the remaining members

of the Committee shall have the right to appoint a replacement member.

8. Approval of Plans. No building, storage house, cabana, fence, wall, swimming pool, or other structure shall be commenced, erected or maintained, nor shall any addition to, or exterior change or alteration thereto be made, until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, exterior color scheme, location, approximate square footage and the grading of the Lot shall have been submitted to and approved in writing by the Architectural Control Committee. The Architectural Control Committee shall have the right to refuse to approve any such building plans, specifications, site plans and grading plans which are not suitable or desirable in its sole opinion for any reason, including purely aesthetic reasons. In so passing upon such plans, specifications, site plans or grading plans, the Architectural Control Committee shall take into consideration the suitability of the proposed building, the materials out of which it is to be built, the location of the proposed building on the Lot, the harmony of the building and its location with the surroundings and the effect of the building as planned, on the outlook from adjacent or neighboring portions of the Property. All fences, barbecue pits, detached garages, and other accessory buildings or recreational facilities, shall be constructed in general conformity with the architecture of the main building and out of materials which shall conform to the materials used in such main building. Building plans and specifications submitted to the Architectural Control Committee shall consist of not less than the following: foundation plan, section details, floor plans of all floors, elevation drawings of all exterior walls, roof plans, material specifications and site plan showing location and orientation of building on the

Lot, with all set-backs indicated, in such detail as may be required by the Architectural Control Committee. Such plans and specifications shall show the driveway, service court or area, parking and any other buildings, improvements or facilities to be constructed. Neither the main residential building nor accessory buildings may be constructed on any Lot without the full and active supervision of an architect or building contractor.

9. Preservation of Trees and Vegetation. To the extent possible, owners should try to maintain all living trees, shrubs, and other vegetation contribute to the aesthetic value of Summerplace.

10. Garage Not to Open on Street. No garage or carport shall open to the front or street side of the residential building. The Architectural Control Committee shall have the right to waive this requirement where found necessary or desirable because of topography or ground conditions.

11. Completion of Construction within One Year. The exterior of all buildings and other structures must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency, or natural calamities.

12. Reconstruction of Damaged Structures. Should any dwelling unit or other structure on any portion of the property shall be destroyed in whole or in part, it must be reconstructed or the debris therefrom must be removed and the property restored to a neat and sightly condition within six (6) months after the date of such destruction.

13. Fences and Hedges. No fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial, shall be placed, maintained, or permitted to remain on any lot or area if the location of such obstructs the vision of the motorists on any adjacent street or lane and thus creates a traffic hazard.

No fence, wall, hedge or similar structure shall be constructed or maintained on any Lot more than six (6) feet in height or nearer the street boundary line of the Lot than the front line of the main residential building as extended to the side Lot lines. Nevertheless, low, decorative walls or hedges may be erected past the front line of the main residential structure with the written approval of the Architectural Control Committee.

ARTICLE III

Utility and Drainage Easements

1. Reservation of Easement. The Declarants reserve unto themselves, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric service, community antenna television, and telephone poles, wire, cables, conduits, drainage ways, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, drainage, or other public conveniences or utilities on, in or over the rear ten (10) feet of each Lot and the five (5) feet inside of each side Lot boundary line. In the event of the re-subdivision or the altering of any Lot under Article II, paragraph 4, hereof, this easement shall apply to the Lot as altered or re-subdivided, unless the installation of drainage or utility facilities shall have been completed in accordance with the Lot as shown on the initial Recorded plat. Where a

larger easement is shown on any Recorded plat or other Recorded document, the larger easement will apply instead of the easement herein reserved. This easement expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The rights herein reserved may be exercised by any licensee of the Declarants, but this reservation shall not be considered an obligation of the Declarants to provide or maintain any such utility or service.

ARTICLE IV

Land Use Restrictions

1. Animals. No poultry, swine, cows, goats, horses, mules or other farm animals or fowls or bait farms shall be maintained on any Lot. No more than a reasonable number of cats, dogs or similar domestic pets may be kept on any Lot.

2. Vegetable Gardens. No vegetable garden may be planted on a Lot except behind the line of the rear of the main dwelling structure as the same is extended to intersection with the side Lot lines.

3. Screened Areas for Unsightly Items. No garbage receptacles, fuel tanks or similar storage receptacles, electric and gas meters, air conditioning equipment, clotheslines, and other unsightly objects may be maintained except in screened areas which conceal them from view from the road and adjacent portions of the Property. Plans for such screen areas delineating the size design, texture, appearance and location must be approved by the Architectural Control Committee prior to their construction. Garbage receptacles and

fuel tanks may be located outside of such screened areas only if located underground.

4. No Dumping or Rubbish. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers screened from view as provided in Article IV, paragraph 3, hereof. It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on his Lot which shall tend to substantially decrease the beauty of Summerplace as a whole or the specific area of his Lot. No outside burning of wood, trash, leaves, garbage, or other refuse shall be permitted on any Lot.

5. Trucks, Trailers, Mobile Homes. No parking of trucks, trailers, or mobile homes shall be permitted on the streets, Lots or other portions of the Property except during construction, and, thereafter, except for delivery and pickup or remodeling and repair of buildings on the Property. Campers, motorcycles, motorbikes, motor homes, travel trailers, boats and boat trailers not over twenty-five (25) feet in length may be kept on a Lot if parked in a closed garage at all times. Special exception to this restriction may be granted an Owner provided prior written permission from the adjoining Owners and the Architectural Control Committee is obtained and such campers, motorcycles, motorbikes, motor homes, travel trailers, boats and boat trailers are parked in the rear yard so that they are not visible from the street.

6. Hobbies. The pursuit of hobbies or other activities, including without limiting the generality hereof, the assembly and disassembly of motor vehicles and other mechanical devices, which might lead to disordered, unsightly

or unkempt conditions, shall not be pursued or undertaken on any Lot.

7. Driveways and Walks. No breaks shall be made in any curb or gutter on or adjacent to the right-of-way of any street for the purpose of constructing any driveway, walk or other means of ingress to and egress from a Lot, unless the apron of such driveway or walk shall be constructed of a permanent paving material such as concrete or asphalt, which is compatible with the curb or gutter being broken and the adjacent street. Such driveway or walk shall tie in with the street curb and/or gutter in such a manner that a hazardous condition is not created.

8. Noxious or Offensive Activity. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to Summerplace or any portion of the Property. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of such a nature as may diminish or destroy the enjoyment of other portions of Summerplace.

9. Signs and Mailboxes. No signs shall be erected or maintained on any portion of the Property by anyone including, but not limited to, an Owner, a realtor, a contractor or subcontractor, except with the written permission of the Declarants or except as may be required by legal proceedings. If such permission is granted, the Declarants reserve the right to restrict size, color and content of such signs. Likewise, one sign of not more than four (4) square feet used by a contractor during the construction period of the main dwelling structure or accessory structures is permissible and only one usual "for sale" Realtor sign may be erected

during the sales period without the permission of the Declarants. The mailbox and its stand as well as any property identification signs for each Lot may not be erected unless they have received the prior written approval of the Architectural Control Committee.

to proceed at law or in equity to compel compliance with the terms thereof or to prevent their breach in any event. In addition to the Additional Covenants

ARTICLE V

Additional Covenants

1. Term of Declaration. All covenants, restrictions, and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all grantees of the Declarants and persons claiming under them specifically including but not limited to, their successors and assigns, if any, for a period of twenty (20) years from the filing date of this Declaration after which time, all said covenants shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited and this Declaration shall be automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period. There shall be no renewal or extension of the term of this Declaration if, prior to the expiration of the initial twenty (20) year period or prior to the expiration of any subsequent ten (10) year renewal period, an instrument signed by a majority of the then Owners of the Property has been recorded, agreeing to terminate this Declaration upon the expiration of the initial twenty (20) year term or the then current ten (10) year renewal period.

2. Enforcement. In the event of a violation or breach of any of the restrictions contained herein by any Owner, or agent of such Owner, the Owners of the Property, or any of them jointly or severally, shall have the right to

proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Declarants shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent their violation or breach in any event. In addition to the foregoing the Declarants and/or the Association shall have the right, whenever there shall have been built on any portion of the Property any structure in violation of these restrictions, to enter upon such Property where such violation exists and summarily abate or remove the same at the expense of the Owner, if after thirty (30) days written notice of such violation, it shall not have been removed by the Owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or conditions contained in this Declaration, regardless of how long such failure shall continue, shall not constitute a waiver of or a bar to such right to enforce.

3. Addition of Other Land. The Declarants reserve in each instance the right to add additional restrictive covenants in respect to lands subjected in the future to this Declaration or to limit the application of this Declaration to lands subjected to it in the future.

4. No Liability. The Declarants, and any member of the Architectural Control Committee, shall not be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person arising out of or in any way relating to the subject matter of any reviews, acceptances, inspections, permissions, consents or required approvals which must be obtained from the Architectural Control Committee whether given, granted or withheld.

5. Severability. Should any covenant or restriction herein contained, or any article, section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no wise affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarants have hereunto set their hands and affixed their seals, this 23rd day of November, 1987.

Signed, Sealed and Delivered)
on the 23 day of November)
1987, in Columbia County,)
Georgia, in the presence of:)

[Signature])
[Signature])
Notary Public, [Signature])
Columbia County, Georgia)
My Commission Expires:)
8/8/88)

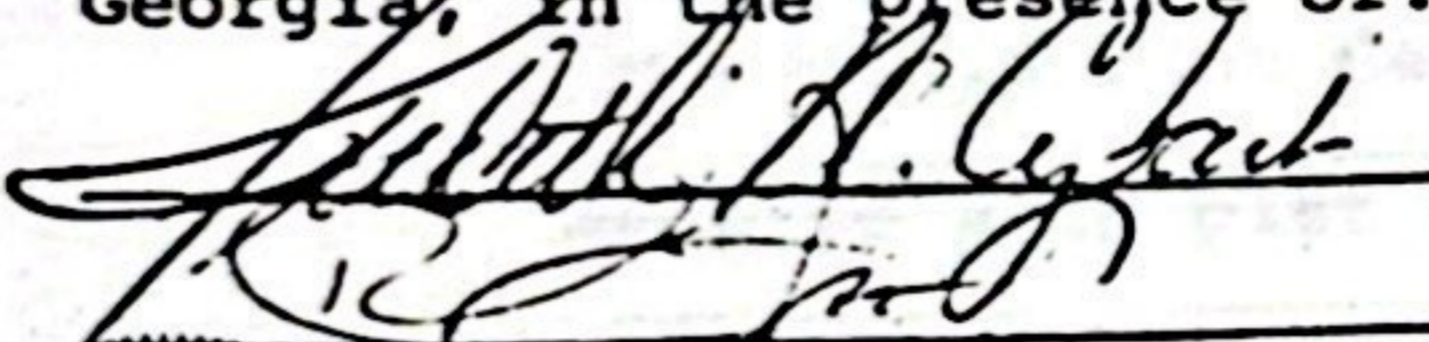
W. Sid Beckum (L.S.))
W. SID BECKUM)

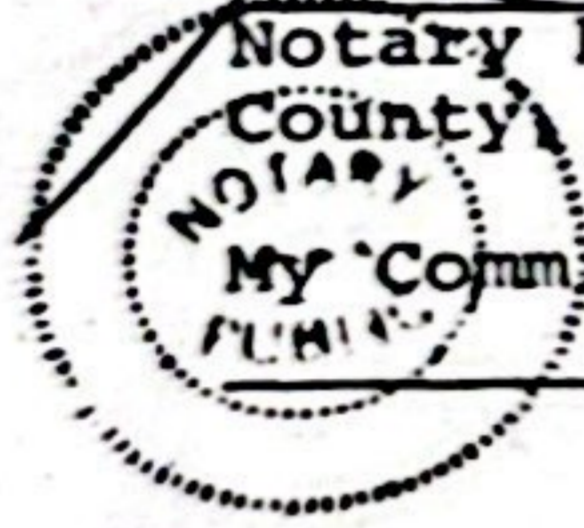
Clarence H. Manly Jr.)
CLARENCE H. MANLY, JR.)

Bankers First Federal Savings & Loan Association joins in the execution of this Declaration for the sole purpose of subjecting its interest in the Property held pursuant to a Deed to Secure Debt and Security Agreement recorded in the Office of the Clerk of Superior Court of Columbia County, Georgia, at Deed Book 495, page 60-63 to the provisions of this Declaration.

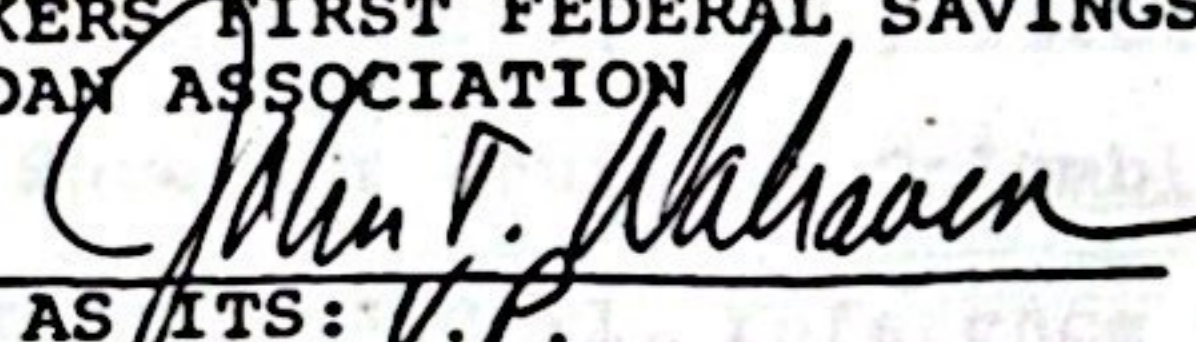
IN WITNESS WHEREOF, Bankers First Federal Savings & Loan Association has caused these presents to be executed by its duly authorized officer and its corporate seal affixed this 23rd day of November, 1987.

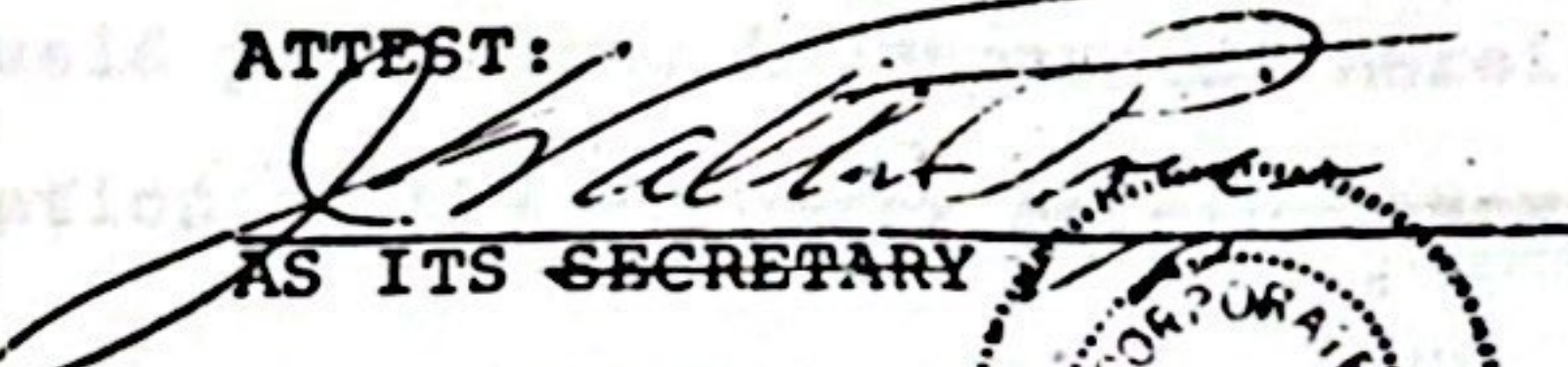
Signed, Sealed and Delivered on the 23 day of November 1987, in Columbia County, Georgia, in the presence of:


Notary Public, Albany
County, Georgia
My Commission Expires: 8/8/88



BANKERS FIRST FEDERAL SAVINGS & LOAN ASSOCIATION

BY: 
AS ITS: V.P.

ATTEST: 
AS ITS SECRETARY

(CORPORATE SEAL)




EXHIBIT "A"

All that piece, parcel or lot of land with improvements thereon, situate, lying and being in the State of Georgia, County of Columbia and being known and designated as Lots 16-35 inclusive, Block A, Lots 1 and 23-27 inclusive, Block B, Lots 1-4 inclusive, and Lots 24-35 inclusive, Block D, Section I, Summerplace, as shown on a certain plat prepared for Beckum-Manly Development Company by Cranston, Robertson & Whitehurst, P.C., recorded in the Office of the Clerk of the Superior Court of Columbia County, Georgia in Plat Cabinet A, Slide 333, #10-11, reference being made to said plat and said plat being incorporated herein for a more particular description of the property herein described.

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