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SHERRI J COCHRAN
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BURKE

PROTECTIVE COVENANTS FOR SHADOWMOSS SUBDIVISION

THIS DECLARATION OF PROTECTIVE COVENANTS MADE AND PUBLISHED THIS
1st DAY OF AUGUST, 2006 BY PORTER B. COHEN, SOPHIE C. WILLS AND WILLIE
ELIZABETH COHEN HEREAFTER KNOWN AS SELLERS,

COPY

That whereas the Sellers are the owner and sellers of:

All that tract, lot or parcel of land, lying and being in the 62nd G.M.D., Burke County, Georgia, being known and described as Shadowmoss and more particularly shown and described upon a plat of survey entitled Final Subdivision Plat Showing Phase I of Shadowmoss prepared by Steve Bargeron and Associates, Steve Bargeron, Surveyor (Ga. Reg. No. 1871), dated June 6, 2006. Said plat of survey was recorded in the Office of the Clerk of Superior Court of Burke County, Georgia in Plat File No. A-9965 on August 22, 2006 Said plat of survey is by reference incorporated herein and made part hereof.

Now therefore and in consideration of the benefits derived by Sellers and each subsequent owner of any of the parcels of and in Shadowmoss Subdivision the Sellers does hereby setup, establish promulgate and declare the following covenants to apply to all of said Shadowmoss Subdivision and to all persons, entities or otherwise owning any portion of said subdivision.

ARTICLE I

Uses, Buildings and Location of Structures

1. **Single Family residential use.** No portion of the property shall be used for commercial, manufacturing or mercantile purposes. Each lot shall be used for residential purposes, exclusively. No more than one single family detached dwelling may be erected on any lot.
2. **No trailer or mobile home shall be permitted on any lot at any time.** No buses, motor homes, recreation vehicles, camping trailers, transfer trucks or trailers, commercial trucks, boats, or any other large vehicles or equipment may be parked on any lot, driveway or street upon which any lot fronts, except that such items, if used for purely recreational purposes, may be parked in the rear of a house yard, screened from view from the street. No attic, shack, garage,

barn or any outbuilding shall be used for residential purposes, except that guest quarters may be provided as 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. In all cases, the main residential building must be constructed prior to the construction of the garage or any outbuilding.

3. **Minimum square footage.** Each residence erected on the property shall be one (1) single family residence as described in paragraph 1 above and shall contain a minimum of 1800 square feet of heated area in the case of single level construction, 2400 square feet of heated area in the case of two-story construction, exclusive of porches, attached garages, carports, and other auxiliary space.

4. **Location of building on lot.** No building of any kind or character shall be erected without the approval of the Burke County Building Inspector and the Burke County Health Inspector as to the location of said building. A proposed drawing, that has been approved by proper authorities as part of the Shadowmoss Subdivision Plan, will be presented to each Purchaser, showing the suggested placement of the house, well and septic tank. It shall be the responsibility of the Purchaser to contact the Burke County Health Inspector to assure the Purchaser that this location shall be approved by the Health Inspector, in order to have a suitable placement for a well and septic tank. Any deviation from the plan presented to the Purchaser **MUST BE APPROVED** by the Burke County Health Inspector, prior to construction of any dwelling on the property.

5. **Altering lot boundaries.** No lot shall be subdivided, or its boundary line changed, nor shall application for same be made to Burke County or any other authority, without the written approval of the Sellers and the Burke County Land Development Board.

6. **Approval of plans.** No buildings shall be commenced, erected, added to, exteriorly changed or altered until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, exterior color scheme, elevation drawings of all exterior walls, location on the lot, location of driveways and parking areas, and approximate square footage shall have been submitted to and approved in writing by the Sellers, the Burke County Building Inspector, and the Burke County Health Inspector. The Sellers shall have the right to refuse or approve any such building plans, specifications and site plans which are not suitable or desirable in his sole opinion for any reasonable cause, including purely aesthetic reasons. In passing upon such plans, specifications and site plans, the Sellers shall take into consideration the quality 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.

7. **Fences, and other structures.** Any fence on the property shall be constructed of wood, stone, brick, wire or a combination of same and must be approved by the Sellers. If wire is used, the type of wire and fence must be approved by the Sellers. The Sellers will attempt to maintain the attractiveness of the development, and will not approve fences which do not conform to the surroundings. All walls, detached garages, barbecue pits and other recreational buildings and 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.

8. **Keeping of animals.** No horses, poultry, swine, cows, goats, or other farm animals shall be maintained on any lot and no vegetable garden may be planted except in the rear or back yard of any lot. No more than three domestic pets (dogs, cats, etc.) may be kept on any lot.

9. **Hobbies.** The pursuit of hobbies or other activities, including without limiting the generality thereof, the assembly and disassembly of motor vehicles and other mechanical devices, which might lead to disordered, unsightly or unkept conditions, shall not be pursued or undertaken on any lot. Any hobby such as vehicle repair or restoration, deer processing, painting, etc., must be done within a closed in garage or shop.
10. **Storage tanks.** No exposed above ground tanks will be permitted for the storage of fuel, water or for any other purpose, unless concealed by screen.
11. **Waste materials.** No lot shall be used or maintained for a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers.
12. **Drainage and utility easement.** The Sellers reserve unto themselves a perpetual easement and right on, over, and under the ground to erect, maintain and use electric service, 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 twenty (20) feet of each lot and five (5) feet inside of each side lot boundary line. All utilities are to be laid underground whenever it is practical to do so. In the event of the re-subdividing or the altering of any lot under the provisions hereof this easement shall apply to the lot as altered or re-subdivided unless the installation of drainage or utility facilities have been substantially completed, in which event the easement originally reserved shall apply.

ARTICLE II

1. All covenants, restrictions and rights set forth in this declaration shall run with the land and shall be binding on all grantees of the owners and persons claiming under them specifically including but not limited to their heirs, devisees, personal representatives, successors, and

assigns, for a period of twenty (20) years from the date of this instrument, and renewed periodically as the majority of owners may so request.

2. If an owner or their assigns or successors in title shall violate any of the restrictive covenants herein, any person owning real property situated in said development or subdivision may institute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, either to prevent a violation or to recover damages or other dues for such violations, provided that a violation of any of such covenants shall not constitute a forfeiture or reversion of title. All buyers will have covenants made a part of their deed. BUYERS SHALL HOLD SELLERS HARMLESS IN EVENT OF COVENANTS NOT BEING FOLLOWED BY LOT OWNERS AND SHALL NOT INCLUDE SELLER IN ANY LEGAL PROCEEDINGS IF THE COVENANTS ARE NOT FOLLOWED BY PURCHASERS OF ANY LOT.

3. The appropriate governmental zoning ordinances shall be observed. In the event of any conflict between any provisions of said ordinances and these protective covenants, the more restrictive provision shall apply.

4. In the event a lot is purchased and development does not immediately commence, the purchaser of the lot is expected to maintain the lot in such fashion that the lot does not detract from the surrounding properties.

5. During construction, all environmental rules and laws must be observed to avoid pollution of streams. The will include but not be limited to a silt fence. Sellers have made all provisions to abide by all county and governmental regulations while developing Shadowmoss Subdivision. Sellers shall not be held liable for mishaps, accidents, injuries, etc., by anything done relating to an individual lot. Purchaser shall be solely responsible for following all county and governmental requirements pertaining to clearing a lot or building a residence. Sellers and

Agents for the Sellers shall not be held liable for incidents occurring pertaining to any aspect of a Purchaser having work done of any type on a lot that has been purchased. Purchaser of any property of Shadowmoss Subdivision is to contact the Burke County Building Inspector prior to any work being done on lot, including clearing, digging, house construction, utility services, building permits, etc.

Signed, sealed and delivered in the presence of:

WITNESS

Radeta Smith
NOTARY PUBLIC

Notary Public, Burke County, Georgia
My Commission Expires Jan. 16, 2008

Porter B. Cohen L.S.
PORTER B. COHEN

Signed, sealed and delivered in the presence of:

WITNESS

Radeta Smith
NOTARY PUBLIC

Notary Public, Burke County, Georgia
My Commission Expires Jan. 16, 2008

Sophie C. Wills L.S.
SOPHIE C. WILLS

BY: *Porter B. Cohen*
PORTER B. COHEN
ATTORNEY-IN-FACT
BY POWER OF ATTORNEY DATED
NOVEMBER 13, 1984 AND RECORDED
IN BURKE COUNTY CLERK OF
SUPERIOR COURT IN DEED BOOK 141,
PAGE 712

Signed, sealed and delivered in the presence of:

WITNESS

Radeta Smith
NOTARY PUBLIC

Notary Public, Burke County, Georgia
My Commission Expires Jan. 16, 2008

Willie Elizabeth Cohen L.S.
WILLIE ELIZABETH COHEN

BY: *Porter B. Cohen*
PORTER B. COHEN
ATTORNEY-IN-FACT
BY POWER OF ATTORNEY DATED
JUNE 3, 1996 AND RECORDED IN
BURKE COUNTY CLERK OF SUPERIOR
COURT IN DEED BOOK 227, PAGE 258