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BOOK 1060 PLAT 122

STATE OF GEORGIA
COUNTY OF ROCKDALE

JOANNE P. CALDWELL, CLERK

DECLARATION OF PROTECTIVE RESTRICTIVE COVENANTS

THIS DECLARATION made and published this 7th day of November, 1994, by the undersigned owners of real property in Weatherstone, Unit V Subdivision, Rockdale County, Georgia:

W I T N E S S E T H:

WHEREAS, the undersigned own certain tracts or parcels of land lying and being in Land Lot 210 of the 10th District of Rockdale County, Georgia and being more particularly described as WEATHERSTONE SUBDIVISION, UNIT V, as per plat of same prepared by Bingham Associates, Inc., W. P. Bingham, Georgia Registered Land Surveyor, No. 1151, dated 08/08/94, and recorded in Plat Book Z Page 89, Rockdale County, Georgia Records on 11/07/94. Said plat is incorporated herein by reference for a more complete and accurate description; and

WHEREAS, that certain lots of the above described subdivision have been sold to the undersigned individuals and corporations; and

WHEREAS, it is to the mutual benefit and advantage of WELLBORN DEVELOPMENT COMPANY INC. and the undersigned individuals and corporations, their successors and assigns in ownership of said lots or parcels that protective covenants relating to the use of said property be established and that these covenants be published and declared to be covenants running with the above described subdivision and said covenants be restricted solely to the property described in the above stated plat.

NOW, THEREFORE for and in consideration of the mutual benefits, the undersigned do hereby proclaim, publish and declare these restrictive covenants shall apply to all lots set forth in the above described Plat of WEATHERSTONE SUBDIVISION, UNIT V, recorded in Plat Book Z Page 89, Rockdale County, Georgia records and the same is hereby incorporated herein as a part of this declaration. It is further declared that the undersigned owners now and hereafter, including the grantees, their successors, heirs, administrators, or assigns, or anyone claiming title under declarants herein and the property shall be bound until terminated by operation of law or until the 7th day of November, 2014. The covenants are herein set forth, to wit:

1. Single Family Dwelling. No temporary house or shack shall be erected on said lots or parcels to be used for residential or church purposes, and no lot may be used for schools or kindergartens. All lots or parcels to which these restrictions are applicable shall be used for single family resident purposes only.
2. No lot Subdivided. No lot shall be subdivided.
3. Approval of Plans. No building shall be erected, placed, altered, or permitted to remain on said land until building plans, elevations, exterior finishes and specifications of construction, have been approved in writing by WELLBORN DEVELOPMENT COMPANY, INC., its

designee, successor or assign as to the conformity and harmony of exterior finishes, colors, designs, general quality with the existing standards of the neighborhood, and as to the location of the building with respect to topography and finished ground elevations which if approved shall be the sole discretion of WELLBORN DEVELOPMENT COMPANY, INC. or its designee, successor, or assign. If WELLBORN DEVELOPMENT COMPANY, INC., or its designee, successor, or assign, fail to approve or disprove such plans and specifications within thirty (30) days after having been submitted to it, WELLBORN DEVELOPMENT COMPANY, INC. shall be deemed to have approved said plans and specifications. After the final plans and specifications have been approved by WELLBORN DEVELOPMENT COMPANY, INC., no changes may be made in said plans and specifications without the consent of WELLBORN DEVELOPMENT COMPANY, INC. All plans approved as required by this declaration shall be signed by WELLBORN DEVELOPMENT COMPANY, INC., its designee, successor, or assign.

4. Outbuildings. All outbuildings, including detached garages, shall conform in style, exterior materials and colors to the dwelling constructed on the subject property. Approval of such buildings shall be subject to the same approval process as described in Paragraph 3 herein. Prefabricated buildings are prohibited.

5. Driveways. All driveways shall be paved with concrete.

6. No Exposed Blocks. Whenever a building is erected on any lot or parcel and constructed in whole or part of concrete blocks, cinder blocks, or other fabricated masonry block unit, such blocks shall be veneered with brick or natural stone, or other approved material over the entire surface exposed above finish grade.

7. No Refuse, Animal or Poultry. No lot or parcel of land shall be used as a dumping ground for rubbish, trash, or garbage, nor shall any lot or parcel be used for keeping or breeding of livestock animals or poultry of any kind, except household pets may be kept provided that they are not kept for breeding or maintained for any commercial purpose.

8. Noise or Odors. No activity shall be carried on upon any of the properties which shall create any unusual noise or odors for a residential neighborhood.

9. Building Lines. No building shall be located nearer to the street than indicated by the building lines shown on the plat nor nearer to any side lot line than ten feet. For purposes of this covenant eaves, steps, and open porches not covered by a roof structure shall not be considered as part of the building, provided however that this shall not be construed to permit any portion of building or construction of any lot to encroach upon any lot nor shall any lot or parcel be reduced or subdivided.

10. Property Maintenance Requirements. The grounds of each improved lot shall be maintained in a neat and attractive condition. Upon failure of any owner to maintain his lot in a neat and attractive condition WELLBORN DEVELOPMENT COMPANY, INC. its designee, successor, or assign may, after ten (10) days notice to such owner, enter upon such lot and have grass, woods or other vegetation cut when or often as the same is necessary in its judgment and may have dead trees, shrubs and

other plants moved therefrom. Such owner shall be personally liable to WELLBORN DEVELOPMENT COMPANY, INC., its successors, and assigns for the cost of cutting, clearing, maintenance described above and the liability for amount expended for such cutting, clearing, maintenance as described above and the liability for amounts expended for such cutting, clearing, and maintenance shall be a permanent charge of lien upon such lot, enforceable by WELLBORN DEVELOPMENT COMPANY, INC., its designees, successors, or assigns by an appropriate proceeding at law or in equity. All costs incurred by WELLBORN DEVELOPMENT COMPANY, INC., its designee, successor or assign on behalf of such owner shall be reasonable. Although notice is given as hereinabove provided shall be sufficient to give WELLBORN DEVELOPMENT COMPANY, INC., its designees, successors, or assigns the right to enter upon any such lot and perform the work required, entry for the purpose of performing work required shall be only between the hours of 7 a.m. and 6 p.m. and on any day except Sunday.

11. Enforcement. Any violation of any of the covenants herein set forth by a person, firm or corporation obligated to comply with the same in such event, any person entitled to protection under these covenants may proceed at law or in equity or in any court either civil or criminal to prevent reoccurrence of said violation or to recover damages for such violation.

12. Liquidated Damage. Any owner violating these covenants or permitting these covenants to be violated by a person occupying his or her premises agrees to liquidated damages not to exceed \$50.00 a day for each violation. It is agreed that said damages shall be recoverable for each calendar day the violation continues. Recovery may be made by WELLBORN DEVELOPMENT COMPANY, INC., its designees, successors, or assigns.

13. Severability. The invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

14. No Waiver. The failure of WELLBORN DEVELOPMENT COMPANY, INC. to insist in one or more cases upon strict performance of any of the terms and covenants, conditions, provisions, or agreements herein contained shall not be construed as a waiver or relinquishment in the future any enforcement of any such term, covenant, condition, provisions, or agreement. The acceptance of the performance of anything required to be performed with knowledge of breach, term, covenant, condition, provision, or agreement shall be deemed a waiver of such breach, and no waiver by WELLBORN DEVELOPMENT COMPANY, INC., its designees, successors, or assigns, any term, covenants, condition, provision, or agreement shall be deemed to have been made unless in writing and signed by WELLBORN DEVELOPMENT COMPANY, INC., its designees, successors, or assigns.

15. Zoning. Zoning regulations applicable to the property subject to this declaration shall be observed. In the event of any conflict between any provision of such zoning regulations or restrictions and the restrictions of this declaration, the more restrictive provision shall apply.

16. Fences. No wire fencing of any type shall be installed which

would be visible from any street. No front yard shall be fenced, nor shall any barbed wire or any chain link fences be installed on any lot. Any fencing must be approved in advance by WELLBORN DEVELOPMENT COMPANY, INC., its designees, and/or assigns.

17. Clotheslines. No clotheslines may be erected which would be visible from any street.

18. Air Conditioners. No window air conditioner units shall be visible from any street.

19. Radio and Television Antennas. WELLBORN DEVELOPMENT COMPANY, INC. must approve location of all exterior radio and television antennas. Satellite dishes or similar devices are prohibited.

20. Mailbox and Post. All mailboxes and post must be of a type approved in advance by WELLBORN DEVELOPMENT COMPANY, INC.

21. Garages. All houses must have two-car garages with side or rear entry. Front entry must be approved in writing by WELLBORN DEVELOPMENT COMPANY, INC., if site characteristics of a particular lot make side entry impossible.

22. Parking Vehicles. No commercial trucks or other types of commercial type vehicles, recreational vehicles, campers, motor homes, tractors, trailers, boats or equipment shall be parked on said lots unless placed so as to not be visible from any street.

23. Square Footage. The minimum of square footage of heated, finished, living space of each home constructed shall be as follows: One story, 1900 square feet; One and One-half story, 2100 square feet; Two story, 2100 square feet; finished living space in basement shall not be computed in stated minimums. No split level or split foyer houses shall be allowed.

24. Exteriors. All exteriors to be brick veneer or stucco (including Dry Vit, etc.) on the front and sides of said dwellings with all color tones approved in advance by WELLBORN DEVELOPMENT COMPANY, INC., its designees, successors, or assigns. Painted siding may be used as primary exterior material only on the rear wall of the house. Any portion of the chimney visible from a street shall be brick or stucco finished. Prefab chimneys must have shroud on top.

25. Roof. A roof structure of each dwelling shall have a minimum pitch of 7/12. All shingles shall be dark tones, predominately grey, black, or brown.

26. Front Yard. All front yards shall be sodded with number 419 Tift Bermuda. There shall be a minimum of 3,000 square feet of sod and all rights of way are to be sodded. All landscaping shall include a minimum of 30 shrubs.

27. Speculative Houses. All speculative houses shall include waste disposal, zoned HVAC (except one story), ceramic tile in bathroom

wet area, cultured marble vanities, garden tubs with separate shower stalls and prewiring for telephone and cable T.V.

IN WITNESS WHEREOF, the undersigned have caused this declaration to be executed in their names and by officers duly authorized with the undersigned corporations, seals affixed, on the day and year first above written.

WELLBORN DEVELOPMENT COMPANY, INC.

By Robert E. Lavin (SEAL)

Title: SECRETARY

L. Susan Paul
Witness

Kellie Adams
Notary Public

