

BOOK 1631 PAGE 245

This instrument prepared by and after recordation is to be returned to:

H. DAVID MOORE, ESQ.
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Warner Robins, GA 31095
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GEORGIA, HOUSTON COUNTY
SUPERIOR COURT

NOV 20 2000

Recorded to Book 1631 Page 245-251
Shirley W. Littleton, Clerk
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STATE OF GEORGIA
COUNTY OF HOUSTON

DECLARATION OF PROTECTIVE COVENANTS
ABINGDON GREEN, PHASE ONE

THIS DECLARATION OF PROTECTIVE COVENANTS, made and published this 16th day of October, 2000, by LeCLAY, INC., (hereinafter referred to as "Declarant").

WITNESSETH: THAT,

WHEREAS, Declarant is the owner of the subdivision known as ABINGDON GREEN, PHASE ONE, hereinafter referred to as the "Subdivision", a subdivision of all of certain lots, tracts or parcels of land situate, lying and being in Land Lot 164, of the Tenth Land District of Houston County, Georgia, known and designated as Lots 10-18, both inclusive; Lots 20-23, both inclusive, Lots 164-180, both inclusive, according to a map or plat of survey of said Subdivision prepared by McDougald & Associates, certified by James R. McDougald, Georgia Registered Surveyor No. 2702, dated October 30, a copy of which is of recording Map Book 56, Page 172, in the Office of the Clerk of the Superior Court of Houston County, Georgia, said plat and the recorded copy thereof being incorporated herein and made a part of this description by reference thereto for all purposes; and,

WHEREAS, it is to the interest, benefit and advantage of the Declarant and to each and every person who shall hereafter purchase any lot in said Subdivision that certain Protective Covenants governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the land;

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by the Declarant and each and every subsequent owner of any of the lots in said Subdivision, the Declarant does hereby set up, establish, promulgate and declare the following Protective Covenants to apply to all of the lots now or hereafter to be located in ABINGDON GREEN, PHASE ONE, and to all persons owning said lots hereafter. These Protective Covenants shall become effective immediately and run with the land, and shall be binding on all persons claiming under and through Declarant until the date of termination specified in the paragraph hereof hereinafter set for the and designated "Term", at which time said covenants may be extended or terminated as a whole or in part as hereinafter provided, to-wit:

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1. **LAND USE AND BUILDING TYPE.** No lot shall be used except for residential purposes. No residential structure shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single-family dwelling, not to exceed three (3) stories in height, and a private garage or carport for not more than two (2) automobiles. In addition, all driveways and parking areas shall be constructed with concrete or cement, and no asphalt driveways or parking areas shall be allowed without the express written approval of the Architectural Control Committee (hereinafter referred to as the "Committee"). All driveway culverts providing access to any lot shall have headwalls at each end constructed of brick or stucco over concrete or such other manner and type of construction and materials as is approved by the Committee. All utility wires, pipes and other conduit servicing the residence and any out-buildings or structures shall be located underground.

a. **Roofs.** All roofs shall have a pitch of not less than 6/12, exclusive of front and rear shed porches, and white or light colored shingles shall not be allowed unless specifically approved by the Architectural Control Committee.

b. **Exterior Siding.** The exterior of all dwellings, garages and other outbuildings shall be constructed of brick, stucco or drivet, wood, masonite or approved vinyl siding. With the exception of siding under porches and above eight (8) feet from the first floor elevation, the total front exterior of the residence shall be brick or drivet.

c. **Fences.** No fence or wall shall be allowed on any lot (a) in the front yard or any nearer to the street or road right-of-way line than the rear corner of the residence (exclusive of open porches), (b) any nearer to a side street right-of-way line than the minimum building setback line along such side street right-of-way line, and (c) having posts or support members visible from adjacent lots and streets within the Subdivision. Fences viewed from streets shall be made of brick or wood or a combination of both. No chain-link or wire fences shall be allowed.

2. **ARCHITECTURAL CONTROL.** No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plot plan showing location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, location with respect to topography and finish grade elevation, and as to location with respect to adjacent building. No out-building, garage or storage building, and no mailbox, fence or wall, shall be erected, placed or altered on any lot unless similarly approved by the Architectural Control Committee. In addition, no satellite dishes, clothes lines, drying yards, LP gas storage tanks or other similar property or improvements may be located, erected or placed on any lot unless the same is similarly approved by the Committee and adequately screened from view of any other lot. Approval by the Committee shall be as provided for in the paragraph hereof hereinafter set forth and designated "Architectural Control Committee, Approval."

3. **MINIMUM DWELLING SIZE.** The ground floor area (exclusive of one-story open porches and garages) of the main structure constructed on any lot shall not be less than

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1,150 square feet. All structures shall have a garage or covered carport. Additionally, all residences must have an operating dusk-to-dawn pole light or lamp in the front yard, not closer than the required building setback line, said lamp to be approved by the Architectural Control Committee.

4. **BUILDING LOCATION.** No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback line shown on the aforementioned recorded plat of survey, nor shall any building be located with respect to the property lines so as to violate any ordinance, rule or regulation of any applicable governmental body. No dwelling shall be located on any lot nearer than 25 feet to the rear lot line, 25 feet from the front lot line and 10 feet from the sidelines.

5. **SUBDIVISION OF LOTS.** None of the lots shall at any time be divided into as many as two (2) building sites and no building site shall be less than the area of the smallest lot platted in the block of which the building site is a part. A single lot, together with contiguous portion or portions of one or more lots in the same block may be used for one building site, and no building or structure or any part thereof shall be erected or maintained nearer the side boundary lines of such integral unit than 10 feet.

6. **EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities and water management facilities are reserved as shown on the recorded Subdivision plat. Drainage flow shall not be obstructed, nor be diverted from, drainage or utility easements or water management facilities as designated above or on the aforesaid recorded plat of survey.

7. **NUISANCES.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the neighborhood.

8. **TEMPORARY STRUCTURES.** No structure of a temporary character, mobile home, trailer, basement, tent, shack, garage, barn or other outbuilding, shall be placed or used on any lot at any time as a residence either temporarily or permanently.

9. **SIGNS.** No sign of any kind shall be displayed to the public view on any lot except one (1) sign of not more than five (5) square feet for the purpose of selling or renting the lot or residence on which it is placed, or signs used by a building to advertise the property during the construction and sale period.

10. **VEHICLE PARKING.** No vehicle shall be parked on any street in the Subdivision, and no trucks, trailers or other non-passenger vehicles shall be parked for overnight (or longer), or stored on any lot in the Subdivision, unless the same shall be parked in such a manner so that it is not visible to the occupants of other lots in the Subdivision or the users of any street in the Subdivision. No non-operative vehicles of any kind shall be stored on any lot unless stored in an enclosed garage.

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11. **OIL AND MINING OPERATIONS.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

12. **LIVESTOCK AND POULTRY AND PETS.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes, and provided that no more than two (2) dogs may be kept outside, and the said dogs must be maintained in a fenced area approved for such purposes by the Committee.

13. **GARBAGE AND REFUSE DISPOSAL.** No lot shall be used or maintained as dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators and other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed at a location on the lot which shall be so placed and screened, and kept so as not to be visible from any street within the Subdivision or adjacent to the Subdivision at any time, except at the times when refuse collections are being made. Any fencing or screening required for said receptacle shall be approved by the Architectural Control Committee hereinafter named.

14. **DRAINAGE.** No changes in elevations of the land shall be made which will interfere with the drainage of or otherwise cause undue hardship to adjoining property.

15. **SEWAGE DISPOSAL.** No individual sewage-disposal system shall be permitted on any lot unless such system is designated, located and constructed in accordance with the requirements, standards and recommendations of the Georgia Department of Public Health or other applicable governmental authority. Approval of such systems as installed shall be obtained from such authority.

16. **SIGHT DISTANCE AT INTERSECTIONS.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

17. **DILIGENCE.** The residence to be constructed on each lot in the Subdivision shall be completed in a good and workmanlike manner, and shall be completed within nine (9)

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months after the beginning of the framing for such construction. No improvements which have been partially or totally destroyed by fire or other catastrophe shall be allowed to remain on any lot in the Subdivision for more than three (3) months after such destruction or damage.

18. CONDITION OF LOTS. All lots shall be maintained so that no weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon the premises. The owner shall also maintain that portion of the street or road rights-of-way contiguous to each lot and lying between property line and the curb or pavement for the public streets and roads. In the event that any owner of any property in the Subdivision shall fail or refuse to keep such property and the contiguous unpaved portion of the public street or road rights-of-way free from weeds, underbrush or refuse piles or other unsightly growth or objects, or otherwise fail or refuse to keep same adequately maintained, mowed and cleared (as determined by the Architectural Control Committee), then the Declarant or the Committee may enter upon said lands and maintain or remove the same at the expense of the lot owner and such entry shall not be deemed a trespass, and in the vent of such a removal, a lien shall arise and be created in favor of the Declarant or Committee and against such lot and owner for the full amount of the cost such removal, and shall be due and payable within thirty (30) days after the lot owner is billed therefor.

19. ARCHITECTURAL CONTROL COMMITTEE: APPROVAL.

(a) Membership The Architectural Control Committee is composed of W. J. SMITH, III and TONI P. SMITH, of Houston County, Georgia. A majority of the Committee may designate a representative to act for it who shall have full power and authority to act on behalf of the Committee in all matters requiring Committee approval or action. Provided, however, that the owner of any lot in said Subdivision shall have the right and privilege to appeal the action or decision of said representative to the entire Committee. Such appeals shall be in writing and addressed to:

Architectural Control Committee
for Abingdon Green, Phase One
c/o LeClay, Inc.
P. O. Box 564
Perry, GA 31069

or such other address as may be provided in a duly recorded amendment hereto. Within ten (10) days of its receipt of such written appeal, the entire Committee shall take action of the owners' appeal and notify the owner in writing of its decision to either ratify or rescind the action or decision of its representative. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant.

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(b) **Approval of Plans; Variances.** For the purpose of further insuring the development of the lands so platted as an area of high standards, the Architectural Control Committee hereby is vested with the power to control the buildings, structures and other improvements placed on each lot, as well as to make such exceptions to these Protective Covenants as the Committee shall deem necessary and proper. The approval of plans and specifications shall be based, among other things, on adequacy of site dimensions, structural design, conformity and harmony of external design and of location with neighboring structures and sites, relation of finished grades and elevations to neighboring sites, and conformity to both the specific and general intent of the protective covenants. The Architectural Control Committee shall be vested with the authority, and same is hereby reserved to said Committee to grant such variances and exceptions to these Protective Covenants as the Committee deems necessary and proper to the ordered development of the Subdivision. Whether or not provisions therefor are specifically stated in any conveyance of a lot made by the Declarant, the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that not building, fence, wall or other structure shall be placed upon such lot unless and until the plans and specifications therefor and plot plan have been approved in writing by the Architectural Control Committee. Each such building, fence, wall or other structure shall be placed on the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans and specifications by said Committee may be based on any ground, including purely aesthetic grounds, which, in the sole and uncontrolled discretion of the Committee, shall be sufficient. No alteration in the exterior appearance of the buildings or structures shall be made without like approval.

(c) **Content of Plans and Specifications.** The plans and specifications to be so submitted and approved shall include the following: (i) a topographical plot showing existing contour grades and showing the location of all improvements, structures, walks, patios, driveways, fences, and walls. Existing and finished grades shall be shown at lot corners and at corners of proposed improvements. Lot drainage provisions shall be indicated as well as cut, and fill details, if any appreciable change in the lot contours is contemplated; (ii) exterior elevations; (iii) exterior materials, color, textures and shapes; (iv) structural design; (v) landscaping plan, including walkways, fences and walls, elevation changes, watering systems, vegetation and ground cover; (vi) parking area and driveway plan; (vii) screening, including size, location and method; and (viii) utility connections.

(d) **Definition of "Improvement".** Improvement shall mean and include all buildings and roofed structures, parking areas, loading areas, trackage, fences, walls, hedges, mass plantings, poles, driveways, ponds, lakes, swimming pools, tennis courts, signs, changes in any exterior color or shape, glazing or reglazing of exterior windows with mirrored or reflective glass, and any new exterior construction or other exterior improvement. It does not include garden shrub or tree replacements or any normal maintenance and upkeep which does not change exterior colors or exterior appearances. It does include both original improvements and all later changes and improvements.

DECLARATION OF PROTECTIVE COVENANTS FOR ABINGDON GREEN Page 7

(e) **Failure of the Committee to Act.** If the Architectural Control Committee fails to approve or to disapprove such plans and specifications or to reject them as being inadequate within thirty (30) days after submittal thereof, it shall be conclusively presumed that such Committee has approved such plans and specifications. If plans and specifications are not sufficiently complete or are otherwise inadequate, the Architectural Control Committee may reject them as being inadequate or may approve or disapprove part, conditionally or unconditionally, and reject the balance.

(f) **Limitation of Liability.** Neither the Declarant, the Architectural Control Committee, nor any of the members of such Committee shall be liable in damages or otherwise to anyone submitting plans and specifications for approval or to any owner of land affected by this Declaration by reason of mistake or judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans and specifications.

20. **TERM.** These covenants are to run with the land and shall be binding of all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenant shall be automatically extended for successive and consecutive periods of five (5) years each, unless a written instrument, signed by a majority of the then owners of the lots, has been recorded, agreeing to change said covenants in whole or in part.

21. **ENFORCEMENT.** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

22. **SEVERABILITY.** Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

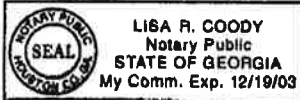
IN WITNESS WHEREOF, said Declarant has caused these covenants to be executed on the day and year first above written.

LeCLAY, INC.

Signed, sealed and delivered in the presence of:

Mandy D. [Signature]
Unofficial Witness
Lisa R. Coody
Notary Public

By: *[Signature]*
W. J. Smith, III, Secretary




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RECORDED
Carolyn V. Sullivan, Clerk
NOV 20 2000

This instrument prepared by and after
recording is to be returned to:

H. David Moore, Esq.
H. DAVID MOORE, ESQ.
Post Office Drawer 8269
Warner Robins, GA 31095
(912) 328-3200


Doc ID: 005853480002 Type: GLR
Filed: 06/30/2003 at 08:30:00 AM
Fee Amt: \$12.00 Page 1 of 2
Houston, Ga. Clerk Superior Court
Carolyn V. Sullivan Clerk
BK 2597 PG 109-110

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS

OF THE SUBDIVISION KNOWN AS

"ABINGDON GREEN"

(adding Phase III)

THIS AMENDMENT TO PROTECTIVE COVENANTS, made and published this the 30th day of June, 2003, by LeCLAY, INC., a corporation organized and existing under the laws of the State of Georgia, hereinafter referred to as the "Declarant".

WITNESSETH :

WHEREAS, Declarant is the owner of certain real property located in Land Lot 150 of the Fifth Land District of Houston County, Georgia, which has been subdivided into individual lots, tracts or parcels which, together with the streets and other improvements have been designated as ABINGDON GREEN, PHASE III, (the "Subdivision"), and is delineated on that certain map or plat of survey of said Subdivision prepared by McDougald & Associates, certified by James R. McDougald, Georgia Registered Land Surveyor No. 2702, dated June 25, 2003, recorded in Map Book 60, Page 168, Clerk's Office Houston Superior Court (hereinafter referred to as the "Phase III Survey;" and

WHEREAS, it is to the interest, benefit and advantage of the Declarant and to each and every person who shall hereafter purchase any lot in the Subdivision that protective covenants governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the land;

WHEREAS, a certain Declaration of Protective Covenants have heretofore been published and declared with respect to Abingdon Green, Phase One, dated October 16, 2000, and recorded in Deed Book 1631, Pages 245-251, Clerk's Office, Houston Superior Court (hereinafter referred to as the "Protective Covenants"); and,

WHEREAS, the Declarant is desirous of amending the aforesaid Protective Covenants to extend the applicability of said Protective Covenants to include, in addition to the property described therein, the property developed for single-family residential purposes to be known and designated as Abingdon Green, Phase III.

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by Declarant and his successors in title, and to each and every subsequent owner of any of the lots, tracts or parcels hereinafter described, Declarant does hereby modify and amend the said Protective Covenants, dated October 16, 2000, of record in Deed Book 1631, Pages 245-251, Clerk's Office, Houston Superior Court, in the following particulars, to-wit:

1. **Additional Property Subject to Protective Covenants.** The following described lots, tracts or parcels of land shall be, and the same hereby are, made subject to the terms, provisions and conditions set forth in said Protective Covenants, and said Protective Covenants are hereby modified and amended so as to include the following described lots, tracts or parcels of land, to-wit:

All those lots, tracts or parcels of land situate, lying and being in Land Lot 164 of the Tenth Land District of Houston County, Georgia, known and designated as Lots 24-29 (both inclusive), Lots 135-137 (both inclusive), Lots 184-199 (both inclusive), and Lots 227-239 (both inclusive), of the Subdivision known as ABINGDON GREEN, PHASE III, according to a plat of survey of said Subdivision prepared by McDougald & Associates, certified by James R. McDougald, Georgia Registered Land Surveyor No. 2702, dated June 25, 2003, a copy of which is of record in Map Book 60, Page 168, Clerk's Office, Houston Superior Court. Said plat and the recorded copy thereof are hereby made a part of this description by reference thereto for all purposes. Said lots, tracts or parcels of land are hereinafter referred to, collectively, as the "Phase III Lots."

2. **Amendment of Specific Provisions Applicable to Phase III Lots.** As to the Phase III Lots (as herein defined), the Protective Covenants are modified and amended as follows:

(a) **Roofs.** Section 1a of the Protective Covenants is amended to read as follows: "All roofs shall have a pitch of not less than 7/12, exclusive of front and rear shed porches, and white or light colored shingles shall not be allowed unless specifically approved by the Architectural Control Committee."

(b) **Minimum Dwelling Size.** The first grammatical sentence of Section 3 of the Protective Covenants is amended to read as follows: "The ground floor area (exclusive of one-story open porches and garages) of the main structure constructed on any of the Phase III Lots shall not be less than 1,250 square feet."

The foregoing amendments shall be deemed to apply only to the Phase III Lots and shall not modify, amend or effect such provisions as applied to the lots in any other phase or section of Abingdon Green.

3. **Binding Effect; Effective Date.** Said Protective Covenants shall become effective immediately with respect to the Phase III Lots, shall run with the land, and shall be binding on all persons claiming under and through Declarant under the terms, conditions, stipulations and provisions contained therein. Except to the extent hereby amended and modified to include the above-described Subdivision and amend specified provisions with respect to the Phase III Lots only, said Protective Covenants shall remain in full force and effect unless and until same are extended or terminated in accordance with the provisions thereof.

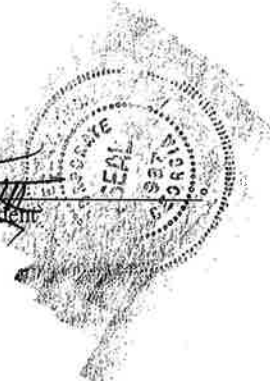
IN WITNESS WHEREOF, the undersigned have set their hands and seals to this instrument, or have caused same to be executed by their duly authorized corporate officers, as of the day and year first above written.

LeCLAY, INC.

[AFFIX CORPORATE SEAL]

By:

W.J. Smith, III
W.J. Smith, III, President



Signed, sealed and delivered in the presence of:

Alex R. Coody
Unofficial Witness

Mandy D. Noles
Notary Public

