

INTENDED FOR LOTS 27, 28, 29, 31, 32 34 + 33

RETURN TO

Shearouse Development, LLC

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COUNTY OF BULLOCH

STATE OF GEORGIA

### RESTRICTIVE COVENANTS SHEAROUSE ESTATES

WHEREAS, SHEAROUSE DEVELOPMENT, LLC (sometimes referred to hereinafter as the "Undersigned") is the owner of a tract or parcel of land described on attached Exhibit "A" (sometimes hereinafter referred to as the "Property"); and

WHEREAS, the Undersigned desires, that for the present use and the benefit of his successors and assigns, to place and impose certain conditions and restrictions on the Property.

NOW THEREFORE, in consideration of the premises, the Undersigned, for his successors and assigns and their future grantees, does hereby place and impose on all of the Property and any lots or parcels sold therefrom, the following described conditions and restrictions:

1. No lot shall be used except for single-family residential purposes, except as permitted herein.
2. All dwelling or guest houses shall be erected within the set-back lines as dictated by the Bulloch County zoning regulations.
3. No structure of a temporary character including but not limited to shacks, and storage sheds, may be placed on any lot at any time, either temporarily or permanently, except for the housing of building tools and materials and then only when construction or alterations of permitted improvements is underway and said structure is used in the preparation thereof.
4. No main buildings except one single-family residence shall be erected upon each tract or parcel, and the minimum finished heated square footage of any main residence shall be no less than 1,800

square feet with 2,100 square feet under roof. All plans for residences, guest houses, outbuildings, or other structures shall require prior approval by the Architectural Control Committee as to design, quality of construction, and general external appearance so as to be harmonious with the construction standards of the neighborhood. No mobile homes (single or double-wide), nor any manufactured, prefabricated, or modular home or construction may be placed on the Property. No recreational vehicle, camper, or motor home may be used as a residence. Such vehicles will be permitted for temporary use while improvements to the property are actively underway. Such use may not exceed 18 months. Residences shall be constructed by common customary building methods in use in Bulloch County, Georgia. One guest house or cabin may be built per tract subject to prior approval by the Architectural Control Committee, provided that any such guest house must have a minimum of 1,100 square feet of finished, heated living area.

5. All supplementary wells, septic tanks and any water supply and sewage disposal system must have the prior approval of the Health Department and other appropriate governmental authorities of Bulloch County and the State of Georgia.

6. No sewage, garbage, or other refuse may be emptied or dumped on said lands.

7. No noxious, offensive or illegal activity shall be carried on upon said tract or any lot herein.

8. No business or manufacturing or commercial enterprise of any kind whatsoever shall be conducted on said Property, and no improvements shall be erected upon said Property for rental purposes. This restriction shall not be constructed to prohibit the subsequent rental of improvements not originally erected for rental purposes nor shall it be constructed to prohibit any tract owner from using any tract for the production of the following agricultural products: fruits, vegetables, grain, ornamental flowers, sod, grass, or other plants. Home offices for the use of the resident are permitted. Timber harvesting is permitted provided that the Architectural Committee may require a buffer acceptable to the Architectural Committee for up to fifty (50) foot depth from any lot line.

9. The outside finish of all buildings shall be any of the following building materials now in common use in said county: wood, good quality siding, smooth stucco on any standard building material, cement brick having a face no larger than four inches by twelve inches; or red, gray, or brown clay

brick having no larger than four inches by twelve inches. No metal siding, tar paper, or corrugated metal roofing shall be permitted, except with prior approval of the Architectural Committee, excepting that corrugated metal roofing and metal siding will be permitted on stables and barns. All fences shall be of a standard type, material and design to be approved in writing by the Architectural Control Committee prior to construction.

10. Domestic livestock may be maintained on premises; however, the number of large animals (cattle, horses, hogs, or other similar sized animals) on the premises shall not exceed one animal per full fenced acre; sheep or goats shall be limited to one animal per one half(1/2) fenced acre.

11. Any housing enclosure used for the keeping of animals or fowl shall be well drained, free from accumulation of animal excrement and objectional odors and otherwise clean, sanitary and neat in appearance. The owner of animals and fowl shall be responsible for correcting or abating any nuisance that may arise from the keeping thereof and shall not permit them to roam on Property of others or in roadways unattended.

12. No grain bins or silos may be erected on said property.

13. A breach or violation of any of these covenants and restrictions shall give to the Undersigned or the Architectural Control Committee the right to entry upon the Property upon which such violation exists and summarily abate and remove at the expense of the owner or occupier any structure, things or condition that may be or exists thereon contrary to this declaration and to the true intent and meaning thereof. Said entry shall not be made upon the property upon which such violation exists until the expiration of thirty (30) days after notification of the owner of the tract that a breach exists and the owner has not taken steps to remedy the breach. These covenants may be enforced by the Undersigned or the Architectural Control Committee, or by any lot owner or owners by proceedings at law or in equity against the person or persons violating or attempting to violate any covenant or covenants, either to restrain or enjoin violation thereof, or to recover damages, or any other remedy allowed by law; such enforcement shall only be available, however, thirty (30) days after notice of violation.

14. No tract owner shall keep more than four dogs on or about his or her premises at any time.

15. All ordinances and zoning regulations in effect for Bulloch County, Georgia, shall be followed and

obeyed. The Undersigned and its successors shall have the right to enforce said ordinances and zoning regulations. Invalidation of any 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.

16. No above ground tanks of any kind may be maintained on the premises other than L.P. or similar gas tanks that are used for home consumption.

17. No motor vehicle shall be permitted to remain on the premises for more than sixty (60) days in an inoperative condition. All tractors, trailers, boats, recreational vehicles, equipment, etc. shall be stored inside barns, sheds, garages or screened in a manner not visible to public view.

18. No sign or advertising device of any character shall be erected or maintained upon any part of said building sites except that on any one or more lots may be placed one sign advertising such lot for sale or for rent in the event the lot is improved. Such sign shall not be larger than 18 inches by 30 inches in size.

19. These covenants are to run with the land and shall be binding upon the Undersigned and all owners of the Property or any portions thereof and all persons claiming under said owners for a period of twenty-five (25) years from the date these covenants are recorded, and after that time, unless an instrument signed by a two-thirds majority of the owners of lots is recorded, with each lot having one vote, agreeing to change said covenants in whole or in part.

20. An easement for all utilities and drainage is reversed for a depth of ten (10) feet on every parcel, along and parallel to the access road right-of-way bordering each parcel and all interior and rear lot lines. The Undersigned may determine where below ground electrical service or any other utilities shall be run to any lot, the location thereof, and the number of trees that may be cut in the construction thereof. All easements shown on the subdivision plat are reserved. All utilities shall be underground.

21. Motorcycles and off-road vehicles (ATV's) or similar vehicles may be restricted in their operation on any road, and speed limits may be set for any and all motorized vehicles off road. The intent is to prevent track or motocross club use.

22. No more than two (2) standard lights will be placed on any tract without prior approval of the Architectural Committee.

23. Except as specifically stated herein, no property of the Undersigned other than the Property

described on Exhibit "A" attached hereto (and property previously subjected by the Undersigned to substantially identical covenants) shall be subject to these restrictions and nothing herein shall be constructed to impose these restrictions on any other tract of land, and there is no representation or commitment as to any plan of development as to any adjoining or other property of the Undersigned.

24. The Undersigned shall mean SHEAROUSE DEVELOPMENT, LLC and its assigns and successors in interest in the Property or portions thereof. The Architectural Control Committee shall initially be composed of Thomas S. Knight or such other persons as SHEAROUSE DEVELOPMENT, LLC may appoint or designate. The Architectural Control Committee shall be entitled to administer and enforce these restrictions and responses shall be made within thirty (30) days of the presentation of any request. The Architectural Control Committee or any member may resign, and successors may be appointed by the member or remaining members before or after any resignation. Neither the Undersigned nor the Architectural Control Committee shall be obligated to take any action or to incur any expense to enforce these restrictions.

25. No lot owner may cut any trees without the approval of the Architectural Control Committee. No clear cutting of timber is permitted.

26. All homes shall have landscaping approved by the Architectural Control Committee and maintained in good condition.

27. Mailboxes shall be the same type as approved by the Architectural Control Committee.

28. All fences on front of lots shall be of the same type and must be approved by the Architectural Control Committee.

29. The undersigned may amend or modify any provision of these covenants prior to the conveyance of any lot, and thereafter as to lots which have not been conveyed, provided that the Undersigned will not modify the single-family residential requirement as the permitted use of the lots or the minimum square footage of dwellings after the conveyance of any lot.

30. The aforesaid restrictive covenants shall continue of full force and effect except as hereby modified and amended.

IN WITNESS WHEREOF, Undersigned has caused this instrument to be executed the day and year first above written.

Signed, sealed and delivered

SHEAROUSE DEVELOPMENT, LLC

in the presence of:

BY: \_\_\_\_\_

\_\_\_\_\_

THOMAS S. KNIGHT, MANAGER

Witness

\_\_\_\_\_

Notary Public

Signed, sealed and delivered

SHEAROUSE DEVELOPMENT, LLC

in the presence of:

BY: \_\_\_\_\_

\_\_\_\_\_

ROBERT T. CLARK, MANAGER

Witness

\_\_\_\_\_

Notary Public

Signed, sealed and delivered

SHEAROUSE DEVELOPMENT, LLC

in the presence of:

BY: \_\_\_\_\_

\_\_\_\_\_

STUART T. COWART, MANAGER

Witness

\_\_\_\_\_

Notary Public