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GEORGIA, PULASKI COUNTY  
Clerk's Office, Superior Court

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March 23, 2006  
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March 23, 2006  
Reggie J. Auscillo, Clerk

**DECLARATION OF PROTECTIVE COVENANTS  
OF  
ROYAL PALMS I - NORTH AND SOUTH ESTATES**

**THIS DECLARATION OF PROTECTIVE COVENANTS**, made and published this 22nd day of March, 2006, by Georgia Estate Homes, Inc. (hereinafter referred to as "Declarant").

**WITNESSETH**

**WHEREAS**, Declarant is the owner and developer of the following described property, (the "Subdivision"), to wit:

That certain lot of land situate, lying and being in Land Lots 356, 357, & 365 in the 21st Land District of Pulaski County, Georgia, more particularly described according to a plat thereof made by Olin McLeod, surveyor, License No. 2259, Georgia which said plat is recorded in Plat Book, 14 Page 338, in the Office of the Clerk of the Superior Court of Pulaski County, Georgia which said recorded plat is incorporated herein by reference and copy which said plat is attached hereto.

**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 and declare the following Protective Covenants to apply to all of said lots hereinabove described and to all persons owning said lots hereinabove described hereafter. These Protective Covenants shall become effective immediately and run with the land and shall be binding on all persons claiming under and through the Declarant, indefinitely or for the economic lifetime of the stated subdivision.

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 side-entrance garage. In addition, all driveways and parking areas shall be constructed with concrete or cement. No asphalt driveways or parking areas shall be allowed.

## **ARCHITECTURAL CONTROL COMMITTEE.**

(a) **Membership.** The Architectural Control Committee (the "Committee") is composed of Heather Cowan, Chandler McDougald, and Gayla McDougald. A majority of the Committee may designate a representative to act for it. 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 these Covenants.

(b) **Approval of Plans.** 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 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 property to the ordered development of the Subdivision. Whether or not provisions therefore is 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 no building, fence, wall, or other structure shall be placed upon such lot unless and until the plans and specifications therefore and plot plan have been approved in writing by the 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 the 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. If no Committee exists or if the Committee shall fail to approve or disapprove the plans and specifications within thirty (30) days after written request therefore, then such approval shall not be required; provided that no building, fence or other structure shall be erected which violates any of the Covenants herein contained.

(c) **Variances.** The restrictions set out in these Covenants may be altered, varied or waived on an individual lot basis upon compliance with the following regulations and procedures, to-wit:

(1) Any owner of any lot in the Subdivision desirous of securing a waiver or variance of a Covenant shall request the same in writing and shall deliver said petition to any member of the Architectural Control Committee hereinbefore named.

(2) If the Architectural Control Committee, in the exercise of its sole discretion, approves of said variance, it shall notify the petitioner of the same in writing.

(3) The written approval of any requested alteration or variance by the Architectural Control Committee shall constitute absolute waiver of and shall otherwise void the Covenant contained in the petition relative to the subject lot;

(4) The waiver of the Covenant contained in the petition shall not constitute a waiver of said Covenant as to any other lot;

(5) Unless the written approval as outlined herein is secured, the Covenant contained herein shall be binding and of full force and effect. Provided, further that if the Architectural Control Committee fails to notify the petitioning landowner of its approval within ten (10) days of its receipt of the request, said request shall be deemed to have been denied.

(d) **Submission of Application.** All requests for approval by the Architectural Control Committee shall be submitted in writing and mailed to the Committee by registered or certified mail at the following address:

*Georgia Estate Homes  
411 Progress Avenue  
Hawkinsville, GA 31036*

(e) Release of Liability. Neither the Declarant, the Architectural Control Committee nor any member of the Committee, past or present, shall be liable for any damages resulting, directly or indirectly, from the enforcement of these Covenants, the approval or disapproval of building plans or the granting or denial of any petition for a variance to these Covenants.

3.

**ARCHITECTURAL CONTROL.** No building shall be erected, placed, altered or permitted to remain on any lot until the plans, to include construction plans and specifications and the location of the structure on the lot have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and location with respect to topography, finish grade elevation and adjacent buildings.

The foundation of each house must be at least twenty-four inches (24") above the final grade at its lowest point.

Roofs must have a minimum pitch of 8/12 and have front and rear elevations. Architectural shingles or equivalent, to be approved by committee.

Three quarters (3/4) of each house must be constructed of brick or stucco.

All chimneys must have a chase.

No fence or wall shall be erected, placed, altered or permitted to remain on any lot unless approved by the Architectural Control Committee. No chain link fences will be permitted.

No out building or storage building shall be erected, placed, altered or permitted to remain, on any lot unless approved by the Architectural Control Committee. Such buildings must be in harmony with the external design of existing structures and must have side-entrances.

Propane tanks must be out of sight and buried under ground.

For those Covenants requiring Committee approval, such approval shall be as provided for in Paragraph 2.

4.

**EROSION CONTROL.** All property owners shall fully comply with EPA Soil Erosion Requirements while carrying on any construction on any lot. No change in elevation of the land shall be made which will interfere with the drainage of or otherwise cause undue hardship to adjoining property.

5.

**DWELLING COST, QUALITY AND SIZE.** The intention and purpose of this Covenant is to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these Covenants are recorded for the minimum permitted dwelling size. Except as otherwise specifically provided in this paragraph, the ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 2,500 square feet for a one-story dwelling on 1.5-3 acre lots and 3,500 square feet on 3.01 acres and above lots.

6.

**BUILDING LOCATION.** No building shall be located on any lot nearer to the street fronting the property than the minimum building setback line of fifty feet (50') as shown on the aforementioned recorded plat of survey. For side streets, no building shall be located near than forty feet (40') from the side street. No dwelling shall be located on any lot near than thirty-five feet (35') to the rear lot line. No building shall be located on any lot nearer than ten feet (20') to any other lot. For the purpose of this covenant, eaves, steps, carports and open porches shall be considered as a part of a building, provided

however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

7.

**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.

8.

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

9.

**BUSINESS OR COMMERCIAL ACTIVITY.** No part of any lot shall ever be used or caused to be used or allowed or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storage, vending or other such nonresidential purposes. The provision of this Section 9 shall not preclude a professional or administrative occupation, or an occupation of child care provided for not more than five (5) non-Family children, provided that there is no external evidence of any such occupation, for so long as such occupations are conducted in conformance with all applicable governmental ordinances and are merely incidental to the use of the Dwelling as a residential home.

10.

**NUISANCES.** No noxious or offensive activity shall be carried on upon any lot. No horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of a Dwelling and its contents, shall be placed or used on any lot or on any street or other area abutting the lot. The Committee shall have the right to determine if any noise, odor or activity producing such noise or odor constitutes a nuisance. No Owner shall permit or cause anything to be done or kept on the lot, which will obstruct or interfere with the rights of other Owners, nor commit or permit any nuisance thereon or violate any law. Each Owner shall comply with all of the requirements of the local or state health authorities and with all other governmental authorities with respect to the occupancy and use of a Dwelling. Each Owner shall be accountable to the Committee and other Owners for the conduct and behavior of children and other Family members or persons residing in or visiting his Unit.

11.

**TEMPORARY STRUCTURES.** No outbuilding, basement, tent, shack, shed or other temporary building or improvement of any kind shall be placed upon any portion of the Lots either temporarily or permanently, except as may be approved by the Architectural Control Committee. No garage, carport, trailer, camper, motor home, recreational vehicle or other vehicle shall be used as a residence in the Properties, either temporarily or permanently.

12.



**SIGNS.** No sign of any kind shall be displayed to the public view on any lot except the professional sign of a licensed real estate sales broker or agency advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. The exception to this regulation will be political signs (not to exceed 18" x 24" in size). Such signs will be allowed to be displayed 60 days prior to an election and must be removed no later than 10 days after the election.

13.

**PARKING AND VEHICULAR RESTRICTIONS.** No Person shall park, store or keep anywhere on the lot, vehicles in excess of the number of parking spaces provided by the garage and driveway, any inoperable vehicle or any large commercial type vehicle (other than a pickup truck or van used for daily transportation of residents or of visitors to the Properties) including, but not limited to, any dump truck, cement mixer truck, oil or gas truck or delivery truck, aircraft, mobile home, or any other similar vehicle or any vehicular equipment, mobile or otherwise deemed to be a nuisance by the Committee, except wholly within the Owner's garage and only with the garage door closed. Recreational vehicles and boats may be parked elsewhere on an Owner's Lot if reasonably screened from view of the street and neighboring Lots. No Person shall conduct repairs or restorations of any motor vehicle, boat, trailer, aircraft or other vehicle on any Subdivision Property. Repairs or restorations of vehicles owned by the Resident may be conducted within such Owner's garage or otherwise reasonably screened from view of the street and neighboring Lots. Vehicles owned, operated or within the control of any Owner or of a resident of such Owner's Dwelling shall be parked in the garage of such Dwelling to the extent of space available therein, or in such Owner's driveway. Notwithstanding the foregoing, these restrictions shall not be interpreted in such a manner so as to permit any activity which would be contrary to any City or County ordinance.

14.

**HEAD WALLS AND DRIVEWAYS.** Any other provision contained herein notwithstanding, any head wall placed on any lot shall be constructed of common brick or stucco, constructed of same or similar material as house, and all driveways shall be constructed and made of concrete or cement. All lots shall have driveways of a minimum width of ten feet (10') and shall run from the paving of the road to the minimum building set-back line for the respective lots.

15.

**CONDITION OF LOTS.** All lots shall be maintained so that no weeds, underbrush, refuse piles or other unsightly growths or objects shall be permitted to grow or remain upon the premises. Under no circumstances shall any inoperable motor vehicle be allowed to remain in the premises more than twenty-four (24) hours. The express purpose of this provision is to prevent the storage or parking of junked automobiles or trucks or other motor vehicles on the premises. In the event that any owner of any property in the Subdivision shall fail or refuse to keep such premises free from weeds, underbrush, refuse piles or other unsightly growths or objects, such as junked motor vehicles, or otherwise fail or refuse to keep such lot adequately maintained, mowed and cleared, then the Declarant or the Architectural Control Committee may enter upon said lot and maintain or remove the same at the expense of the lot owner. Such entry shall not be deemed a trespass and in the event of such a removal a lien shall arise and be created in favor of the Declarant or Architectural Control Committee and against such lot for the full amount of said removal and shall be due and payable within thirty (30) days after the lot owner is billed.

16.

**MAILBOXES.** Mailboxes for all houses constructed on any of the within described lots shall be uniform, constructed in conformity with the house. All other mailbox structures must be approved, in writing, by the Architectural Control Committee.

17.

**FLAGPOLES.** No free standing flagpoles will be constructed or installed on any lot. House mounted flagpoles must be approved, in writing, by the Architectural Control Committee.

18.

**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.

19.

**ANIMAL RESTRICTIONS.** No animals, reptiles, poultry, fish, fowl, or insects of any kind ("animals") of any kind shall be raised, bred or kept on any lot, except that a reasonable number of dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, nor in unreasonable quantities nor in violation of any applicable City or County ordinance or any other provision of the Declaration. As used in this Declaration, "unreasonable quantities" shall ordinarily mean more than four (4) pets per household; provided, however, that a reasonable number in any instance may be more or less. The Committee, shall have the right to prohibit maintenance of any animal maintained in any unit which constitutes, in the opinion of the Committee, a nuisance to other Owners. Animals belonging to Owners, occupants or their licensees, tenants or invitees within the Properties must be either kept within an enclosure, and enclosed yard or on a leash or other restraint being held by a person capable of controlling the animal. Furthermore, to the extent permitted by law, any Owner shall be liable to each and all remaining Owners, their Families, guests, tenants and invitees, for any unreasonable noise or damage to person or property caused by animals brought or kept upon the Properties by an Owner or by members of his Family, tenants or guests; and it shall be the absolute duty and responsibility of each such Owner to clean up after such animals which have used any portion of the Common Area or streets or other areas abutting the Properties.

20.

**GARBAGE AND REFUSE DISPOSAL.** No rubbish, trash or garbage or other waste material shall be kept or permitted upon any Lot, the Common Area or any street or other area abutting or visible from the Properties, except in sanitary containers located in appropriate areas screened and concealed from view, and no odor shall be permitted to arise there from so as to render the Properties, or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. All incinerators and other equipment for the storage of disposal of such material shall be kept in a clean and sanitary condition. Such container shall be exposed to the view of neighboring lots only at the times when trash collections are being made, with the exception of yard debris (i.e. leaves, branches, grass clippings). There shall be not exterior fires whatsoever except barbecue fires contained within receptacles therefore and fire pits in enclosed areas and designed in such a manner that they do not create a fire hazard. No clothing or household fabrics shall be hung, dried, or aired on or over any unit in such a way as to be visible from any other Lot, and no lumber, grass, shrub or tree clippings or plant waste, metals, bulk material, scrap, refuse or trash shall be kept, stored

or allowed to accumulate on any portion of the Lot except within an enclosed structure or if appropriately screened from view. No plants or seeds infected with noxious insects or plant diseases shall be brought upon, grown or maintained upon the Lots.

21.

**SEWAGE DISPOSAL.** No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Georgia Department of Public Health and only if it is not available to the lot by the City of Hawkinsville. This restriction applies if said property is within the corporate limits of said City.

22.

**LANDSCAPING.** At the completion of the residence, builder, contractor or owner shall erect landscaping comparable to the existing landscaping of the community. All landscaping plans must be approved, in writing, by the Committee prior to commencement.

23.

**SIGHT DISTANCE AT INTERSECTIONS.** No fence, wall, hedge, shrub or tree which obstructs sight lines at elevations between two feet (2') and six feet (6') 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 feet (25') 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 feet (10') 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.

24.

**DILIGENCE.** The residence to be constructed on each lot in the Subdivision shall be completed in good and workmanlike manner, and shall be completed within twelve (12) months after the beginning of 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. Plans for reconstruction must be approved, in writing, by the Committee prior to commencement.

25.

**TERM.** These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of fifteen (15) years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of five (5) years, unless an 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.

26.

**REMEDIES FOR VIOLATIONS.** For a violation or breach of any of these Protective Covenants by any person claiming by, through, or under the Declarant, or by virtue of any judicial proceedings, the Declarant and the lot owners, or any of them severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. If such action is necessary for enforcement, the violating party shall be responsible for all costs, including reasonable attorney fees, incurred in the enforcement of the Covenants. Such costs shall constitute a lien on the affected property. The failure to promptly enforce any one or more of these Covenants shall not bar their enforcement at a later date.

27.

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

Signed, sealed and delivered,  
in the presence of:

*Chandler McDougald*  
Chandler McDougald

*James*  
Witness

*Sylvia Howard*  
Notary Public

