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SUPERIOR COURT
BARROW COUNTY, GA

STATE OF GEORGIA

2008 JUL 17 PM 12:03

COUNTY OF BARROW

PROTECTIVE COVENANTS
FOR
JACKSON PARK SUBDIVISION

GLORIA M. WALL, CLERK

LOTS ON PLAT OF JACKSON PARK, WHICH IS RECORDED IN BOOK 60 PAGE 192, BARROW COUNTY, GEORGIA ARE SUBJECT TO THE FOLLOWING RESTRICTIONS WHICH ARE COVENANTS RUNNING WITH THE LAND. ALL PURCHASES OF LOTS IN SAID PLAT, FOR THEMSELVES, THEIR HEIRS AND ASSIGNS, BY THE PURCHASE OF SAID LOTS, AGREE TO BE BOUND BY THE COVENANTS CONTAINED HEREIN, AND MAY BE ENFORCED BY THE OWNER OF ANY LOT IN THE SUBDIVISION, AND SHALL REMAIN IN FORCE AND EFFECT UNTIL, July 16, 2028.

1. Lots shown shall be for single family, private dwellings with no lot or structure being used for any type of business or commercial enterprise. No building shall be erected on any lot to be used as a school, church or kindergarten.
2. No lot shall be subdivided such as to create an additional building lot.
3. No temporary house, shack, tent or trailer shall be erected on any lot.
4. No residence shall be erected on any lot to have less than 1600 square feet of indoor heated area. No mobile homes or doublewide manufactured homes shall be allowed.
5. No relocated house to be moved onto the property.
6. No accumulation of discarded personal effects, debris, waste, garbage or other unsightly objects or matter will be permitted on any lot. All garbage cans shall be concealed from view of the street and neighboring property except on special days of scheduled pickup. All woodpiles shall be concealed from view of the street and neighboring property.
7. Exterior of houses shall be of brick veneer, stucco, or contemporary type siding. No exposed concrete block.
8. Lot owners must acquire written approval from the builder of all house plans, site location, additions, outbuildings, (including any pet shelter) exterior finish, exterior color, and roof color prior to commencement of construction or modification.
9. No animals, livestock or poultry of any kind may be raised, bred, kept or permitted on any lot, with the exception of dogs, cats or other usual and common household pets in reasonable number. No pets shall be kept, bred or maintained for any commercial purpose.
10. No exterior antennas of any kind, including without limitation, satellite dishes, shall be placed, allowed, or maintained upon any portion of the lot, without the prior written consent of the builder.
11. No sign of any kind shall be erected on any lot except for reasonable and appropriate "For Sale" and "For Rent" signs relating to the lot. No "For Rent" sign can be placed in view of street until subdivision is completed and all homes sold. Entry signs and

fences, subdivision identification signs, and sale information signs erected by the builder or his agents are hereby accepted.

12. The term "vehicles" as used herein shall include, without limitation, motor homes, boats, trailers, motorcycles, mini-bikes, scooters, go-carts, trucks, campers, buses, vans and automobiles. Unless and except to the extent that the occupants of a lot shall have more vehicles than the number of parking areas serving their lot, all vehicles shall be parked within such parking areas. Vehicles shall not be parked on the street for more than twenty-four (24) hours. Homeowner shall obtain written consent from Developer prior to parking recreational vehicles in view of street.
13. No fence or fencing type barrier of any kind shall be placed, erected, allowed or maintained closer to the street than the rear of the residence located on the lot. All fence types, material and color must be approved in writing by the builder. No underground electrical or any other type of electrical fences to be allowed.
14. No overhead utility lines, including lines for cable television, shall be permitted on any lot, except for temporary lines as required during construction and lines installed by or at the request of the builder.
15. No window air-conditioning units may be installed that are visible to the street or neighboring property.
16. No swimming pool or above ground swimming pool shall be constructed, erected or maintained upon any lot without prior consent of the builder.
17. No vegetable garden, hammock, statuary or play equipment, (including, without limitation, basketball goals) may be located other than between the rear dwelling line and the rear lot line.
18. No exterior clotheslines of any type shall be permitted on any lot.
19. No house shall be nearer a fronting street than the building line shown on the plat, nor nearer than 40 feet from the rear lot line. Minimum side yard is 15 feet. These setbacks apply unless otherwise approved by governmental authorities and/or the builder.
20. Homebuilder shall be held responsible for implementation of and conformance with county soil erosion control ordinance.
21. Homebuilder shall be required to maintain cleanliness of building site, removing all debris and construction materials after completion of construction. He shall be required to remove transported soils from street gutters and catch basins abutting developed lot. He shall sod or seed all disturbed areas with a permanent vegetative cover.
22. All structures erected shall be completed within one year of when work began.
23. Motorcycles/motorized all terrain vehicles are hereby prohibited from use on the property, whether the property is developed with final plated lots or undeveloped.
24. Owners shall not alter, remove or add improvements to any features constructed by the developer on any lot, or any easement area associated therewith without the prior written consent of the builder.

- 25. Invalidation of any 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.
- 26. These covenants are in addition to any other restrictions or conditions imposed by the governmental authorities under their zoning ordinances and the specific conditions of approval as stated in zoning requirements.
- 27. All shingle colors must be the same.
- 28. All mailboxes must be the same.

I have read and understand and agree to these covenants for Jackson Park Subdivision.

Buyer

Date

Buyer

Date

Listing Agent

Date

Selling Agent

Date