

GEORGIA, JASPER COUNTY
OFFICE CLERK SUPERIOR COURT
Filed in Office 15th Day of January
200 7 O'clock 4:30 P.M.
Recorded in Deed Book 615 Page 55-61
This 19th Day of Jan 2007
[Signature]
Deputy Clerk Superior Court

STATE OF GEORGIA
COUNTY OF JASPER

DECLARATION OF PROTECTIVE COVENANTS
PHASE III OF JONES ESTATES SUBDIVISION

This declaration of protective covenants is made and published this 15th day of January, 2007, by MCGA ASSOCIATES, INC., referenced herein as the "Developer", a Georgia corporation having its principal office in Newton County, Georgia.

WITNESSETH

That whereas, MCGA ASSOCIATES, INC. owns that certain tract or parcel of land lying in Land Lots 82 and 103 of the 18th District of Jasper County Georgia, being known as Jones Estates Subdivision Phase III, and being more fully shown on plat prepared by Jordan Engineering, registered land surveyor, dated the 15th day of January, 2007 and recorded in Plat Book 11, page 366, Jasper County, Georgia records; and

Whereas, MCGA ASSOCIATES, INC., is subdividing said tract into single-family residential lots under the name of "Jones Estates Subdivision Phase III" as evidenced by a plat recorded as aforesaid; and

Whereas, it is the benefit and advantage of the undersigned and its successors in ownership of said lots or parcels that protective covenants regulating the use of one or more of such lots or parcels be established, set forth, and declared to be covenants running with the above described land. These covenants shall not apply to any other land owned by MCGA ASSOCIATES, INC, unless specified by additional instrument or declaration.

Now therefore, in consideration of said benefits, the undersigned does proclaim, publish, and declare that the following numbered protective covenants shall apply to all parcels lying, being and situated in Jones Estates Subdivision Phase III which is more fully and particularly described by plat prepared by Jordan Engineering, registered land surveyor, dated December 6, 2006 and of record in Plat Book 11, page 366, Jasper County, Georgia records, and the said plat is hereby referenced, incorporated herein, and made a part of the consideration of any lot conveyed in Jones Estates Subdivision Phase III, and that these protective covenants shall be covenants running with title to the land, shall be binding on any grantee or grantees, their successors, heirs, administrators or assigns, and shall be binding upon all persons, firms or corporation claiming title under Jones Estates Subdivision Phase III.

1.

SINGLE FAMILY DWELLING: No temporary house, shack or tent 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. No structures of a temporary character shall be placed upon any lot at any time except that this prohibition shall not apply to shelters used by contractors during construction of a dwelling house so long as these temporary shelters are not used as residences and are removed after completion of construction. All lots or parcels to which these restrictions are applicable shall be used for single-family residence only.

2.

NO LOT SUBDIVIDED: No lot shall be re-subdivided without written permission of Developer.

3.

LAND USE: The property shall be used only for residential purposes. At no time shall any lot be used for or converted on any business, commercial or otherwise, or for other residential use.

4.

COMPLETION OF DWELLING: Before any house may be occupied, it must be completely finished on the exterior in accordance with the plans approved by the Developer. Construction of dwelling shall be Front and Sides Vinyl with Brick or Stone accents, with architecture exceptions being approved in writing by the Developer.

5.

COMPLETION OF DRIVEWAY: All driveways and driveway surfaces must be paved. All driveways must have a minimum width of 12 feet and be paved with either asphalt or concrete from street to garage entrance or dwelling.

6.

NO EXPOSED BLOCK: Whenever buildings erected on lot or parcel are constructed in whole or in part of concrete, concrete blocks, cinder blocks or other fabricated masonry block units, such blocks shall be veneered with brick or natural stone or other approved material over the entire surface exposed above finished grade.

7.

NO REFUSE, ANIMALS 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 the keeping and breeding of livestock, animals, or poultry of any kind, except that household

pets may be kept, provided they are not kept for breeding or maintained for commercial purposes, except by exceptions as noted by the Developer.

8.

MAILBOXES: All mailboxes to be uniform approved by Developer.

9.

PARKING VEHICLES: No campers, motor homes, trailers, boats, equipment or other similar vehicles shall be parked in the front yard of any residence.

10.

GARBAGE AND REFUSE DISPOSAL: Trash, garbage and other waste shall not be kept except in sanitary containers and said containers shall be kept in a location not visible from the street except on days designated for trash collection or pickup. All incinerators or equipment for disposal or storage of such material shall be kept in a clean and sanitary condition.

11.

ADDITIONAL BUILDINGS OR STRUCTURES: Any building or structure, which is added to or constructed apart from the main residence, must conform to the design and exterior of the main residence on said lot, and said building or structure must be approved by the Developer.

12.

FENCING: No fencing shall be permitted in the front yard of residence. Any fencing erected must start at the back corner of the dwelling and be of residential design. Dog pens may be erected but cannot be visible from the front of the street. Prior to the completion and sale of 100% of the homes in Jones Estates Phase III, any such fencing installed must be approved in writing by the Developer.

13.

WIRING: All wiring shall be underground from the point where each lot or parcel of land meets the right of way.

14.

CARPORT OR GARAGE: No open carport or garage shall be permitted. Each home will have a double garage with doors.

15.

SIGNS: No signs of any kind shall be displayed to public view except these covenants shall permit the display of one sign of not more than 5 feet square advertising the property for sale or rent, or signs used by builder to advertise a property during the construction and sales period.

16.

AIR CONDITIONERS AND PLAYGROUND EQUIPMENT: Window-mounted air conditioning units may be used but cannot be visible from the street. Recreational and playground equipment shall be placed or installed only upon the rear portion of any lot.

17.

BUILDING LINES: No building shall be located nearer to a street line than indicated by a building line shown on the plat referred to above, not nearer to any side lot line than shown on the plat. For purposes of this covenant, eaves, steps or open porches not covered by roof structure shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of the building or construction of any lot to encroach upon another lot, nor shall any Lot or parcel be reduced or subdivided.

18.

DWELLING SIZE: Dwelling buildings erected on any lot shall contain a minimum of 1500 square feet of finished heated area. The terms "heated space", "floor space", "habitable area" and "enclosed dwelling" as are used in these covenants shall mean the total enclosed area within the dwelling; however, such terms do not include garages, terraces, decks, open porches or any similar unfinished areas.

19.

ROOF PITCH: All homes are to have a roof pitch of 6/12 or greater; roofs will be black or black blend.

20.

EASEMENTS: Access to or the use of drainage and utility easements shall not be restricted in any way. Furthermore, natural drainage shall not be diverted or changed without the written consent of Developer.

58

21.

RADIO AND TELEVISION AERIALS: Developer must approve all exterior radio and television aerials in writing, prior to installation. Television satellite dishes are permitted and may be installed, provided however that the dish must be installed at the rear of the home and cannot be visible from the front of the street.

22.

APPROVAL OF PLANS: No building, fence, or any other structure or fixture shall be erected, placed, altered, or permitted to remain on said land until the building plans, elevations, specifications of materials, specifications of exterior finishes, specifications of construction methods, with lot plans showing the location of such buildings, have been approved in writing by the undersigned Developer, its successors or assigns, as to conformity and harmony of exterior finishes, colors, designs, and general quality, with the existing standards of the neighborhood, and as to the location of the building, structure or fixture with respect to topography and finished ground elevations, which approval shall be at the sole discretion of Developer. Said approval in writing shall not be required with respect to the construction upon any lot or parcel after five years following January 15, 2010, except the requirement for conformity and harmony of external designs, external color and finish, and general quality with existing standards of the neighborhood which shall be applicable as long as these covenants are valid. If Developer fails to approve or disapprove of such plans within 30 days after the same have been submitted, Developer shall be deemed to have approved said plans and specifications.

23.

LANDSCAPING AND PROPERTY MAINTENANCE: Each lot is required to have a minimum of 2500 square feet of sod and front foundation shrubs. Each lot is to have sod on the front and sides to the front corners of the home. Grounds of each lot, whether vacant or occupied, shall be maintained in a neat, attractive condition. Corner lots will have a 10-foot belt of sod contiguous with the curb.

24.

ENFORCEMENT: Any violation of the covenants herein set forth by a person, firm or corporation obligated to comply with the same shall be punishable by civil or criminal action against said person or entities and any person entitled to protection under these covenants may proceed in any court, either civil or criminal, to prevent a reoccurrence of said violation. After the Developer, MCGA Associates, Inc. has sold and/or conveyed its interest in seventy-five percent (75%) of the lots in Jones Estates Subdivision Phase III, it shall be the responsibility of the purchasers of the lots to form a Homeowners' Association or similar entity vested with the authority to enforce the terms and conditions of the covenants set forth herein. In addition, the individual property owners of lots in said subdivision shall have the right to enforce these covenants. In any event, the Developer shall not be obligated to enforce the covenants set forth herein after divesting itself of ownership in at least seventy-five percent (75%) of the lots in said subdivision.

25.

LIQUIDATED DAMAGES: Any owner violating any of the covenants set forth herein, or permitting said covenant or covenants to be violated by a person occupying his or her premises, agrees to pay liquidated damages not to exceed \$50.00 a day for said violation. It is agreed that the damages shall be recoverable for each calendar day the violation continues. The recovery may be made by the aforementioned Homeowners' Association or any owner of any lot or parcel subject to these covenants, except the violator shall not be required to pay damages to more than one person, plaintiff, or complainant.

26.

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. These covenants shall likewise be considered severable with the respect to their imposition by the undersigned in deeds of conveyance as provided above, and the undersigned shall be authorized to eliminate the applicability of one or more such covenants by enumerating them in any such deed of conveyance.

27.

NON-WAIVER BY DEVELOPER: The failure of the Developer to insist in any one or more cases upon the strict performance of the terms, covenants, conditions, provisions or agreements herein contained shall not be construed as a waiver or a relinquishment in the future of the enforcement of any such term, covenant, condition, provision or agreement. The acceptance of performance of anything required to be performed with knowledge of the breach of a term, covenant, condition, provision or agreement shall not be deemed to have been made unless expressed in writing and signed by Developer.

28.

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

29.

COVENANTS RUNNING WITH LAND: 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 twenty (20) years from the date these covenants are recorded, after which time such covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the majority of the then-owners of the lots has been recorded, agreeing to change such covenants in whole or in part, or to terminate said covenants.


60

IN WITNESS WHEREOF, MCGA, INC. has caused this declaration to be executed in its name and by its agent duly authorized on the day and year first written

MCGA, INC.

By: 
Barry P. McIntosh, President

Signed, sealed and delivered
In the presence of:


Witness


Notary Public

