

Type: GEORGIA LAND RECORDS  
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Houston, Ga. Clerk Superior Court  
Carolyn V. Sullivan Superior Court Clerk

This instrument prepared by and  
after recordation, is to be returned to:  
Robert R. Lawson, Esq.  
912 Main Street  
Perry, GA 31069  
478-987-2622

Participant ID(s): 7491002503,  
0466245412

**BK 9736 PG 128 - 137**

*(This Space for Recording Official Use Only)*

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### DECLARATION OF PROTECTIVE COVENANTS

This Declaration, made on the date hereinafter set forth by TWTE Lands, LLC, hereinafter referred to as Declarant;

WITNESSETH

WHEREAS, the Declarant is the owner of certain property in the County of Houston, State of Georgia, which is more particularly described as follows, to-wit:

**All that tract or parcel of land situate, lying and being in Land Lots 105 and 117 of the 10<sup>th</sup> Land District of Houston County, Georgia, being more particularly described as Lots 1, 2, 70, 90, 91, 95, 96, and 97, as more particularly shown on that plat of survey dated April 21, 2022, prepared by Marty A. McLeod, Georgia Registered Land Surveyor No. 2991, recorded in Plat Book 83, Page 180, Clerk's Office, Houston County Superior Court. Said plat and the recorded copy thereof are hereby made a part of this description by reference thereto for all purposes.**

WHEREAS, it is to the interest, benefit and advantage of **Declarant** and every person who shall hereafter purchase any of the above-described lots 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 valuable consideration benefiting all parties having an interest in this instrument, Declarant hereby declare that all of the properties hereinbefore described by held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purposes of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in, the described properties or any part hereof, their heirs, successors and assigns, and shall insure to the benefit of

each owner thereof. These Protective Covenants shall be effective immediately and shall be binding on all persons claiming under and through TWTE Lands, LLC. TWTE Lands, LLC as the Declarant has the right to transfer and assign its rights and powers as the declarant at any time.

## ARTICLE I

### DEFINITIONS

Section 1.01 **“Committee”** shall mean and refer to the Architectural Control Committee fully described in Article II, Section 2.06 of these covenants.

Section 1.02 **“Declarant”** shall mean and refer to TWTE Lands, LLC, and assigns.

Section 1.03 **“Owner”** shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the property hereinabove described, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.04 **“Parcel”** shall mean and refer to any plot of land shown on the aforesaid recorded plat of the properties referred to in the legal description above, not including any common area. It is herein expressly provided that the fee title to any lot described as bounded by any street, lane, walkway, part, playground, lake, pond, or any other common property which has not been dedicated or accepted by the public and shown on the aforesaid recorded plat of survey (or subsequent recorded plats of survey), as abutting upon any such common property, shall not extend upon such common property. The word “lot” is used synonymously with the word “parcel” in these covenants.

Section 1.05 **“Properties”** shall mean and refer to that certain real property hereinabove described, and any other property that is expressly added thereto by a written instrument executed by the Declarant and recorded in the same fashion as this Declaration of Protective Covenants (as provided for in Section 2.26 below).

Section 1.06 **“Lot”** shall mean and refer to any plot of land shown upon any recorded plat of the Properties.

Section 1.07 **“Easement”** shall mean and refer to areas of land designated on any plat of survey for this development and referenced to in the deeds of conveyance of each individual lot as drainage, utility and/or maintenance easements and shall grant and make lawful the beneficial use of said property so designated for those specifically designated purposes.

## ARTICLE II

### LIMITATIONS OF USES

Section 2.01 **Restrictions of Use** The lots described and embraced in the above-described property shall be used only for residential purposes and each lot shall be individually owned in its entirety.

Section 2.02 **Restriction of Property.** No lot may be split, divided or subdivided for sale, resale, gift, transfer or otherwise. No lot shall be used except for single family, residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot, except that which is constructed for residential purposes as authorized by these covenants. Prior to the beginning of construction of any improvement on any lot, the plans and specifications, to include structure on site plan, must be approved in writing by the Architectural Control Committee.

Section 2.03 **Structure and Square Footage.** No dwelling shall be permitted with the ground floor area of the main structure, exclusive of open porches, patios, and garages, being less than 2800 square feet dwelling inside the heated area. If the dwelling structure is two stories, the main floor shall have no less than 2000 square feet. No less than a two (2) car enclosed garage shall be constructed.

Section 2.04 **Exterior Construction.**

a. All homes shall be constructed with stucco, brick or Hardy board style product exterior walls on all four sides. Bricks will be either eight inch (8") standard brick, twelve inch (12") Norman brick or Norwegian brick. No thrift brick or the like shall be used in the exterior construction of any residence. Vinyl or other acceptable siding may be used for the trim, if approved by the Architectural Control Committee. The residence foundation must be brick or stone.

b. All residence shall be constructed with a roof pitch of no less than ten by twelve (10 x 12).

c. All residences must have a concrete driveway from the road to the residential structure/garage.

Section 2.05 **Landscaping.** The builder, contractor or owner of each residential lot shall be responsible for the landscaping of each lot. The entire front yard to the front corner of each lot must be sodded with Centipede, Bermuda, or Zoysa grass approved by the Houston County Extension Office for its use in this area. These must be a

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minimum of two (2) trees and fifteen (15) three (3) gallon and six (6) gallon shrubs installed in the front yard.

**Section 2.06 Architectural Control Committee.** No dwelling, building structure or improvement of any type or kind including out buildings and fences may be constructed or placed on any lot in the Development without the prior written approval of the Architectural Control Committee. Such approval shall be obtained only after the owner of the lot requesting authorization from the Architectural Control Committee has made written application to the Architectural Control Committee. The appearance of the exterior of each structure is of extreme importance and the Architectural Control Committee specifically reserves the right to reject paint, brick and/or trim color for the exterior of any home that is deemed by the Architectural Control Committee to be inconsistent with the surrounding development. Such written application shall be in the manner and form prescribed from time to time by the Architectural Control Committee and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing the location of all improvements existing upon said lot and the location of the improvements proposed to be constructed or placed upon said lot, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used, and any proposed landscaping, together with any other material or information which the Architectural Control Committee may require.

a. **Membership.** The Architectural Control Committee shall be composed of William Clayton Smith and Jeffrey Liszewski. In the event of death or resignation of any member of the committee, the remaining member or members shall have full authority to designate a successor. Neither the members of the committee (nor any designated representative) shall be entitled to any compensation for service performed pursuant to this covenant. 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: **Jeffrey Liszewski, 110 Latham Drive, Warner Robins, Georgia 31088 (or such other address as may be provided in a duly recorded amendment hereto).**

b. **Procedure.** The Committee's approval or disapproval as required in these covenants shall be in writing, and must be obtained prior to commencement of construction.

c. **Power of Disapproval.** The Architectural Control Committee may refuse to grant permission to construct, place or made the requested improvement when:

1. The plans, specifications, drawings or other materials submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of these restrictions;

2. The design of color scheme of a proposed improvement is not in harmony with the general surroundings of said lot or with adequate building or structures;

3. The proposed improvement, or any part thereof, would in the opinion of the Architectural Control Committee be contrary to the interests, welfare or rights of all or any part of the owners of other lots in the Development.

**Section 2.07 Building Setback Lines.** No building shall be erected nearer to the front line than seventy-five (75') feet unless otherwise denoted. No building shall be erected nearer to any side lot line than ten (10') feet unless otherwise denoted. No building shall be erected nearer to the rear lot line than **Twenty-Five (25') feet** unless otherwise denoted. All residential structures shall face in the direction of the front lot line. This restriction is subject to revision by and with the written consent of the Architectural Control Committee, where by reason of the contour of any particular lot, the building cost would be materially affected by strict compliance with such building line requirements, or where by reason of such contours the appearance of the development would be adversely affected.

**Section 2.08 Fences.** No fence or wall of any kind shall be erected upon the Properties; provided, however, that this restriction may be waived upon the obtaining of written consent and approval of the Architectural Control Committee in the same manner as set forth in Section 2.06 hereof. No chain link fences will be allowed. Only wood fences built on-site (no pre-fabricated panels) will be considered for approval by the Architectural Control Committee. **All fences facing the street shall be picture-frame style. All fences must be stained or sealed.**

**Section 2.09 Nuisances.** No nuisance shall be allowed or permitted, nor shall any use or practice which is the source of annoyance to lot owners, or which interferes with the peaceful possession and proper use of the Properties be allowed or permitted. All parts of the Properties shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed or permitted to exist. No latrines or surface toilets shall be permitted upon any of the lots in said subdivision. No trade or commercial activity of any kind (noxious or offensive or otherwise) shall be conducted or permitted upon any lot.

**Section 2.10 Signs and Mailboxes.** No sign of any kind or character 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 for temporary use by a builder to advertise the property during construction and/or sales

period. This restriction shall not prevent the use of ornamental markers bearing the name and property address of the occupants of each lot. The provisions of this paragraph shall not apply to the Declarant and/or its agents. Said sign shall not be over three square feet (3 square feet) in area. Each home shall have only an approved mailbox which shall be uniform with all other mailboxes in the subdivision and in conformity with plans and specifications furnished by the Architectural Control Committee hereinafter named.

**Section 2.11 Animals.** No pigs, cattle, horses, or other livestock shall ever be kept on any of the property or lots in said development and no structures for their housing or accommodation shall be erected or maintained thereon. Household pets may not be kept on the premises herein for commercial purposes. No animal shall be allowed to become a nuisance. All pets shall be kept and maintained in a manner consistent with the Animal Control Ordinance of Houston County, as specified and defined in the Code of Ordinances of the county.

**Section 2.12 Rubbish and Dumping.** No lot shall be used or maintained as a dumping ground for rubbish. No garbage or other waste shall be kept on said premises except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, unless otherwise ordered by the Houston County Board of Health, or its successors.

**Section 2.13 Temporary Building.** No temporary building, trailer, garage or building under construction shall be used temporarily or permanently as a residence on any lot and must have prior written authorization from the Architectural Control Committee prior to placement on the premises.

**Section 2.14 Outbuildings, etc.** No structures of a temporary character, mobile home, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used any lot at any time as a residence, either temporarily or permanently, unless approved by the Architectural Control Committee. All outbuildings shall be constructed of materials that are consistent with the quality, appearance and workmanship of the main dwelling. No above ground swimming pools shall be permitted. No dwelling constructed on any lot in said subdivision shall be occupied or used for residential purposes until it shall have been substantially completed. The determination of whether or not a house shall have been "substantially completed" shall be made by Houston County upon issuance of a Certificate of Occupancy.

**Section 2.15 Antenna.** No outside radio or television antennas, satellite dishes, nor any window air-conditioning units that may be visible from any street or roadway will be permitted. No antenna shall be installed or used for the purpose of transmitting electronic signals.

**Section 2.16 Clotheslines.** No outside clotheslines shall be placed on any lot.

**Section 2.17 Basketball Goals.** Basketball goals are allowed provided the Architectural Control Committee approves the type and location of the goal.

**Section 2.18 Solar Panels.** No solar panels of any type shall be installed on any of the properties without prior written approval of the Architectural Control Committee.

**Section 2.19 Short Term Rentals.** Short term rental of any portion of the properties (i.e. VRBO or AirBNB) is strictly prohibited.

**Section 2.20 Vehicle Parking.** No non-operative automobile, truck, boat, trailer or recreational vehicle, camper or other vehicle shall be parked or left on any portion of the Properties or the streets adjoining the properties. No boat, trailer, recreational vehicle, camper, truck (other than a pickup truck) shall be parked or left on any portion of the Properties other than an area which may be designated for such purpose by the Declarant. None of the aforesaid vehicles shall be used as a living area while located on any portion of the properties, nor shall any of the aforesaid vehicles be repaired or serviced on any portion of the properties. **Cars parked on street can be towed at owner's expense without warning.**

**Section 2.21 Drainage.** On those lots having a drainage ditch or ditches, whether natural or man-made, said ditch shall not be altered, covered or diverted so as to cause damage to an adjoining lot. Such ditch, or ditches, may however, be enclosed with culvert pipe of size, capacity and installation approved by the city or county engineer provided that such enclosure does not increase the volume of water normally flowing into said ditch or ditches, or so concentrate such flow of water as to cause damage to any other property owner or owners with such subdivision. It shall be the property owner's responsibility to maintain all drainage ditch or ditches within lot boundaries of said property owner.

**Section 2.22 Declarant's Right to Transfer.** Declarant shall have the right to dedicate or transfer all or part of the property, designated drainage, and utility and maintenance easement to any entity, public agency, authority or utility for the beneficial purpose of the property owners as a whole.

**Section 2.23 Sales Period.** Notwithstanding any provisions contained herein to the contrary, it is expressly permissible for Declarant to maintain upon any portion of the Properties such facilities as Declarant, in its sole opinion, shall deem required, convenient or incidental to the construction and sale of lots including, but not limited to, model residences, construction offices, sales offices, and business offices.

**Section 2.24 Easements.** There is reserved to the undersigned, its successors and assigns, a perpetual easement for purposes of installation, maintenance and repair as shown upon the aforesaid plat. Said easements shall be maintained in such a manner as to provide for open access and shall not in any way be enclosed. All lots of said

subdivision are subject to easements of record in the Clerk's Office, Houston Superior Court.

**Section 2.25 Duty of Maintenance.** Owners and occupants (including Lessees) of the above-described lots shall jointly and severally have the duty and responsibility, at their sole cost and expense, to maintain any and all buildings, improvements and grounds so owned or occupied in the lots in a well maintained, safe, clean, and attractive condition at all times. Such maintenance includes, but is not limited to the following:

- a. Prompt removal of all litter, trash, refuse, non-permitted vehicles and wastes;
- b. Lawn mowing;
- c. Tree and shrub pruning;
- d. Keeping lawn and garden areas alive, free of weeds and attractive;
- e. Watering;
- f. Keeping parking areas, driveways and roads in good repair;
- g. Complying with all government health and police requirements;
- h. Repainting of improvements; and
- i. Repair of exterior damage to improvements.

**Section 2.26 Additions to Property Subject to Declaration.** The Declarant shall have the right to add additional property to the scheme of this Declaration without notice to or the consent of the owners of the several lots comprising the Properties, which shall be accomplished by the filing for record in the County where the land lies of a Supplementary Declaration or Amendment to this Declaration, which shall extend the scheme of the covenants and of this Declaration to such additional property. PROVIDED HOWEVER, that the Supplementary Declaration or Amendment to this Declaration extending the scheme of this Declaration and the covenants and restrictions contained herein to any property which is so added may not alter or modify the Declaration as it applies to such additional property so as to materially and adversely affect the value of the existing Properties as then comprised. And, PROVIDED FURTHER, that the Supplementary Declaration or Amendment shall not operate so as to render the provisions of this Declaration as applied to such additional property less restrictive than as applied to The Properties prior to such Supplementary Declaration or Amendment. When this Declaration has been so amended by one or more Supplementary Declaration(s), the term "The Properties" as used herein shall be deemed to include The Properties described herein together with such additional property as may be added



thereby. The term "record title owners" as used herein shall thereafter be deemed to include the record title owners of The Properties described herein, together with the record title owners of such additional property as may be added by such Supplementary Declaration(s) or Amendment(s). Each Supplementary Declaration adding properties shall include a geographical description of the property added and shall designate said additional property by a description including Section and Phase so as to differentiate each respective area from other Sections and Phases then included within The Properties.

### ARTICLE III

#### GENERAL PROVISIONS

Section 3.01 **Enforcement.** Any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so hereafter. The Architectural Control Committee's responsibilities are set forth in Article II above, and the Architectural Control Committee and its individual members are not responsible for enforcement of these Protective Covenants. Neither the Declarant, the Architectural Control Committee, nor its individual members shall be held liable for non-enforcement of the covenants herein stated.

Section 3.02 **Severability.** Invalidation of any one of these covenants or restrictions by judgment or Court Order shall in no wise affect any other provisions, which shall remain servable and in full force and effect.

Section 3.03 **Term and Amendments.** The covenants and restrictions of this declaration shall run and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless, at any time within an extension period an instrument is signed by a majority of the then owners of the lots, and placed on record, agreeing to change said covenants in whole or in part. Any such change, however, shall conform to the regulation of any governmental authority, which may then exist regulating the use of the land. Declarant reserves unto itself the right to amend the provisions of this Declaration, or waive any provision hereof, at any time without approval of the lot owners until such times as the Declarant has sold and conveyed all lots in the development, so long as the amendment or waiver would not, in the sole discretion of Declarant, adversely impact other lot owners. Thereafter, these covenants can be amended only with the written consent of a majority of the property owners of the lots subject to these covenants at the time of the proposed amendment.

**THIS AGREEMENT** shall be binding upon and shall insure to the benefit of the undersigned, its successors and assigns, and upon and between the several assigns of properties subjected hereto and upon the terms and conditions hereof.

IN WITNESS WHEREOF, the undersigned acting by and through its duly authorized officers and agents, has caused this instrument to be executed in their behalf and their seal to be hereto affixed this 13<sup>th</sup> day of June, 2022.

TWTE Lands, LLC

By: [Signature]  
William Clayton Smith, Member

By: [Signature]  
Jeffrey Liszewski, Member

Signed, sealed and delivered  
Before me this 13<sup>th</sup>  
Day of June, 2022.

[Signature]  
Witness

[Signature]  
Notary Public

