

Declaration of Easements, Covenants, Conditions and Restrictions

For _____

This declaration made this ____ day of _____, 2024,

By _____ hereinafter called "The Declarant"

Witnesseth

Whereas The Declarant constitutes all persons and entities having any interest in that certain parcel or real property situate in Long County, Georgia described as follows, to wit:

LEGAL DESCRIPTION

The hereinafter plat as described and is attached as Exhibit "A" and incorporated herein by reference; and,

Whereas, The Declarant desires to impose a common plan of development on said real property for the purpose of protecting the value and desirability thereof; and for the purpose of enhancing the marketability thereof;

NOW, THEREFORE, The Declarant hereby declares that all the real property described in Exhibit "A" attached hereto and incorporated herein by reference shall be held, sold and conveyed subject to the following easements, conditions, covenants and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with said real property and shall be binding upon all parties having any right, title, or interest herein, or any part thereof, their respective heirs, successors, and assigns; and which shall inure to the benefit of the Association and each owner thereof, as said terms are hereinafter more particularly defined.

It is further The Declarant's intent that all of the real property subject to this declaration shall be held, sold and conveyed subject to the easements, conditions, and covenants and restrictions set forth in this Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with said real property and be binding upon all parties having any right, title of interest therein, or any part thereof, their respective heirs, successors, and assigns; and which shall inure to the benefit of the property described as _____ on Exhibit "A" and each owner thereof, as said terms are more particularly defined in this Declaration.

Article I
Definitions and Construction

Sec 1 Owner: Means record owner, whether one or more persons or entities of the fee simple title to any lot which is part of the properties, including persons who hold title pursuant to a Contract for Deed, but excluding any other party holding such fee simple title to any lot merely as a security for performance of an obligation.

Sec 2 Properties: Means that certain parcel of real property described as _____ on Exhibit "A" attached hereto and incorporated herein by reference.

Sec 3 Lot: Means any plot of land shown upon any subdivision map or plat of the properties.

Sec 4 Person: Means any natural person or artificial legal entity.

Sec 5 Interpretation: Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; the use of the term "including" shall mean "including without limitation." This Declaration shall be liberally construed in favor of the party seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the value, marketability, and desirability of the properties and providing a common plan for the development and preservation thereof. The headings used herein are for indexing purpose only and shall not be used for interpreting or construing the substantive provisions.

ARTICLE II

Declarant shall create the following designated easements at locations to be determined by the Declarant.

Sec 1 Access Easements: Existing roads as shown on the attached sketch provide convenient access to each lot for all lot owners. Said easement shall be reciprocal appurtenant nonexclusive easement for ingress and egress to each lot.

Sec 2 Utility Easements: Easement for the installation and maintenance of water lines. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage, interfere or change the direction of the utilities.

Sec 3 Other Easements: The Declarant, its successors and assigns, expressly reserves the right to grant easements for the creation, construction and maintenance of utilities such as gas, telephone, electric, and cable television. Such easements shall be located within ten (10) feet of the front, rear and side property lines of each lot and such additional area as is reasonably necessary to provide service to each property owner.

ARTICLE III
General Provisions

Sec 1 Uses and Restrictions:

- A. The Property may be used for residential purposes only. Commercial businesses are not permitted. Only one single-family residence, not to exceed two (2) stories in height, with a private garage separate guesthouse, shall be erected upon any tract of five (5) acres.
- B. All structures erected or placed on the property shall be built in compliance with state and county requirements. All residences shall be single family residence and subject to the following restrictions.

1. Any residence erected on any building site shall be fully completed within twelve (12) months from the date construction first commenced.
 2. Only stick built or new doublewide mobile/manufactured homes shall be permitted.
 3. All mobile homes must be skirted at time of installation with material compatible in color with the outside of the mobile home and with material manufactured for use as skirting, unless some other skirting material is approved in advance in writing by declarant.
 4. All mobile homes or homes will be required to put the front of the home facing the road on which the lot or lots front and must be squared to road.
 5. All conventional houses must be constructed of new materials using concrete blocks, brick, metal or wood. Construction must be by skilled workmen in a workmanlike manner.
 6. All conventional housing must contain a minimum of two thousand square feet (2,000') of living area, exclusive of garage, carports or porches.
 7. Lot owners shall landscape their house fronts and keep their lots mowed and in neat, clean and orderly condition.
 8. When construction of any residence has begun, it must be completed within one year, unless extended in writing by Declarant.
 9. Deep wells and shallow wells must be located in an area which is to the rear of the back wall of the dwelling.
- C. There shall be a minimum front setback line of one hundred (100) feet. There shall be a minimum side yard setback of seventy-five (75) feet measured from the property line to the outer most surface of the exterior walls, columns or stanchions. Nothing is to extend past the seventy-five (75) foot line. There shall be a minimum fifty (50) foot set back line measured from the rear property line.
- D. No lot of any size may display any signage larger than two feet by four feet and number of signs may not exceed one per lot.
- E. The location, design and construction material of all fences shall be approved in writing by the declarant, prior to its construction.
- F. Satellite dishes and antennas are acceptable but must be placed in an area which is to the rear of the back wall of the dwelling.
- G. Clothesline or drying yards shall be located in the backyard so as not to be visible from the street serving the premises.
- H. All water and septic/sewer systems shall meet state and county requirements.
- I. No noxious or offensive activity shall be carried on upon any tract or within any portion of the property, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood and must be in compliance with the Wayne County noise ordinance.

- J. The subdividing of lots is not permitted.
- K. No commercial animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets maybe kept provided that they are not bred or maintained for any commercial purposes. Pets shall not be allowed to destroy the property, create noise or otherwise disturb any neighbors. Pets must be kept in an approved fenced yard. However, owners may have a maximum of one horse per two (2) acre lot. All terms of the Wayne County Animal Patrol Ordinance and Georgia Department of Agriculture are specifically incorporated herein, except where the terms of these covenants are stricter, these terms shall control.
- L. Barns, storage buildings and other outbuildings and fences must be of new materials and constructed in a skilled, workmanlike manner. All said improvements shall be done in accordance with State and County laws and ordinances.
- M. Garages shall be for the sole use of the occupants of the residence to which they are appurtenant, and may be attached or detached to such residence.
- N. No structure or facility shall be used for bitcoin mining.
- O. Any building for storage, shelter or otherwise, must be of A-frame type if it is visible from county road or other residences. Otherwise, no restrictions.
- P. No more than two (2) total storage buildings, structures or containers will be permitted and must not exceed one thousand five hundred (1,500) square feet each.
- Q. No automobiles without current license plates or in inoperable conditions, used lumber, building materials or other junk, trash or debris will be allowed to stand on, be accumulated, or stored on said lots. This does not intend to prohibit the parking or unoccupied recreational vehicles or travel trailers of the owner's. All vehicles must be parked on owner's property.
- R. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly, or unkempt conditions of buildings or grounds; property will be kept clean of garbage, rubbish, junk, junk cars and machinery. There will be no heavy equipment such as dump trucks, bulldozers etc. kept or stored on property. Yards will be kept in a clean manner and lawns are to be maintained. No garages will be allowed on the property for the purpose of repairs on vehicles as cars, trucks or heavy equipment. Utility and storage buildings will be allowed. Subject to approval by declarant.
- S. No drilling, oil development operation, oil refining, quarrying, or mining operations of any kind shall be permitted on any lot, nor shall oil wells, tanks, tunnels, mineral excavation of shafts be permitted on any lot. No Derrick or other structure may be designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on any lot. No mining, digging or excavating of dirt sand clay, or earth so as to disturb or materially change the surface of the land may be conducted, other than for swimming pool purposes.
- T. A minimum of twenty-five (25) feet shall be left untouched around all lot borders as a "natural wooded buffer" excluding one (1) allowed entrances into each lot that shall be no wider than forty (40) feet per entrance.

- U. The Declarant, its successors and assigns, expressly reserves the right to grant easements for the creation, construction and maintenance of utilities such as gas, telephone, electric and cable television.
- V. These protective covenants and restrictions shall continue in full force and effect until _____ and will be automatically renewed in ten (10) year increments, unless terminated, modified or amended by written consent of the majority of property owners holding a legal or equitable interest, excluding all lien holders, or by public hearing and/or rezoning for all or a portion of the property by the Wayne County Board of County Commissioners, subject to the above provision. Such covenants and restrictions are to run with the land and shall be binding upon the undersigned developers and upon all other parties and all persons claiming under or through them.
- W. If the parties hereto, their successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate and prevent him or them from so doing and/or to recover damages or dues for violation of any restriction, limitation or condition contained in this Declaration of Protective Covenants and Restrictions. Violations, however long continued shall not be deemed a waiver of the right to enforce these restrictions, as to the same breach occurring prior to subsequent thereto and shall not bar or affect its enforcement.
- X. The purpose of these restrictive covenants is to protect property values, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the desired character of the community and thereby to secure to each property owner the full benefit and enjoyment of his property with no greater restriction upon the free and undisturbed use of his property than is necessary to ensure the same advantages to the other owners.

IN WITNESS WHEREOF, the undersigned _____, Declarant has executed the foregoing Declaration of Covenants, Conditions and restrictions this ___ day of _____, 2024.

Signed in the presence of:

_____, Declarant

Printed Name

Printed Name

Sworn to and subscribed before me this _____ Day of _____, 2024.

Notary Public
