

PROTECTIVE COVENANTS OF KNOB CREEK SECTION OF IVYWOOD

FILED IN OFFICE  
SUPERIOR COURT  
OCONEE COUNTY, GEORGIA

STATE OF GEORGIA

98 SEP 25 AM 10:03

OCONEE COUNTY

REC. BOOK 452 PAGE 77-8  
9-25-98  
SANDRA C. GLASS, CLERK

THIS DECLARATION OF PROTECTIVE COVENANTS, made and published this 18th day of September, 1998, by J. SWANTON IVY REALTY & DEVELOPMENT, INC., hereinafter known as the Declarant, of Oconee County,

WITNESSETH:

WHEREAS, the Declarant, J. SWANTON IVY REALTY & DEVELOPMENT, INC., is the owner of the property known as Knob Creek Section of Ivywood South Subdivision located in the 221st District, G.M., Oconee County, Georgia, being particularly described on a plat entitled "Final Subdivision Plat, Ivywood South" by Ben McLeroy & Associates, Inc., dated July 16, 1998, recorded in Plat Book 30, Page 86, Oconee County Superior Court Records; and

WHEREAS, it is to the interest, benefit and advantage of the said Declarant, and to each and every person who shall hereafter purchase any numbered lots in said subject property, that certain protective covenants governing and regulating the use and occupancy of lots in said subdivision be established, set forth and declared Covenants running with the land; and

WHEREAS, the said J. SWANTON IVY REALTY & DEVELOPMENT, INC. also is the owner of and may acquire other, further lands adjoining and in the vicinity of said subject property, which other, further lands shall in no wise nor by any implication be affected by, or have imposed upon the same hereby, these Protective Covenants, which are hereby specifically declared to be made applicable to, and only to the numbered lots as shown on said plat of subject property, so recorded in said Clerk's Office in Plat Book 30, Page 86.

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by J. SWANTON IVY REALTY & DEVELOPMENT, INC. and each and every subsequent owner of any of the numbered lots in said property, said J. SWANTON IVY REALTY & DEVELOPMENT, INC. does hereby set up, establish, promulgate and declare the following protective covenants to apply to, and only to, each and all of said numbered lots in said subject property, and to all persons owing said lots, or any of them hereafter: these protective covenants shall become effective immediately and run with the land and shall be binding upon all persons claiming any such numbered lot (hereafter "lot") under and through J. SWANTON IVY REALTY & DEVELOPMENT, INC. until 25 years from the date of recording of these protective covenants at which time said covenants may be extended or terminated in whole or in part as hereafter provided, to-wit:

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached, single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than three cars and other out buildings customarily used in connection with or incidental to single-family dwelling. No pre-manufactured houses will be permitted.

2. ARCHITECTURAL CONTROL. No structure or improvement of any description shall be erected, placed or altered on any lot unless and until the construction plans and specifications thereof, and a site plan showing the location of the proposed structure on the lot have been submitted to and approved by the Architectural Control Committee, as hereinafter defined, as to quality of workmanship and materials and harmony of external design with existing grade elevation and surroundings. Without the prior written consent of said Architectural Control Committee, no dwelling shall be erected, altered or placed on any lot having less than a 8 on 12 foot pitch on the roof thereof.

- I. One (1) set of plans and specifications for any proposed building or structure or any addition to any building or structure must be submitted for approval to the Architectural Control Committee
- II. All plans for buildings or structures which are submitted to the Architectural Control Committee for approval must include, but may not be limited to the following:
  - a. floor plans and elevations
  - b. driveway plans
  - c. exterior plans showing the exterior surface
- III. No exterior walls may be constructed so that any concrete block or foundation wall is visible after backfilling.

- IV. Roof vents, plumbing stacks and other roof protrusions shall not be installed on the front slopes of roofs unless approved in writing by the Architectural Control Committee.
  - V. No window unit air conditioners or air conditioning compressors may be placed so as to be visible from any right of way. Outside air conditioning compressors must be placed at the rear of the structure or screened by a fence or full shrubbery if on the side of a structure. No air conditioning units or compressors shall be placed on the front side of any structure.
  - VI. No above-ground swimming pools will be constructed or placed on any lot.
  - VII. There shall be no decorative sculptures on front lawns or on any other areas which may be visible from any street or right of way.
  - VIII. The location of all solar heating and collecting panels and equipment must be approved by the Architectural Control Committee.
  - IX. All grounds shall be maintained, including the right of way, in a neat and orderly fashion at all times by the Residential Lot Owners.
  - X. No hunting or trapping is allowed.
3. DWELLING COST QUALITY AND SIZE. 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 in the case of a one-story structure, and not less than 1,600 square feet in the case of a one and one-half, two or two and one-half story structure with a total of 2,700 square feet. Construction, erection, placement or alteration of any structure, once begun, shall be completed as expeditiously as possible.
  4. EXTERIOR WALLS. Exterior walls of all dwellings shall be seventy-five percent brick, stucco, or stone.
  5. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set-back line shown on the recorded plat.
  6. GARAGES AND DRIVEWAYS. All dwellings must have at least a two car garage and the garage must be attached to the main structure unless otherwise permitted by the Architectural Control Committee. No garage shall be erected which shall open facing the same direction as the front of the house.
  7. FENCES. No fence or wall shall be erected, placed, or altered on any lot unless approved by the Architectural Control Committee.
  8. PLAY EQUIPMENT. Play equipment shall be placed no closer to the street than the rear line of the house built on the lot.
  9. GRASSING AND SODDING. Front yard having grassed areas shall be sodded.
  10. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. In addition to those easement shown on the recorded plat, easements for installation and maintenance of utilities and drainage facilities including the right to trim or cut trees, if necessary, are hereby reserved over five (5) feet of each side line of each lot and over the rear ten (10) feet of each lot.
  11. DRIVEWAYS. Driveways must be paved.
  12. TEMPORARY STRUCTURES. No trailer, basement, tent, shack, garage, detached carport, barn, or other out-building erected or placed on any tract of land shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence, nor shall any pre-assembled or factory-built structure be placed thereon as a residence, but only conventionally constructed permanent dwellings shall be erected thereon.
  13. CLOTHES LINES. No clothes line, drying racks or fences used for drying clothes shall be constructed, erected or maintained nearer the front street line than the rear line of the residence constructed on said tract of land or an extension of said rear line to the side lines of said tract of land, and such must not be visible from the street.

14. **SETBACKS.** Any building shall erected on said lot shall be located or set back more than fifty feet (50) from the right of way of the street and forty feet (40) from an interior lot line. The Architectural Control Committee shall have the authority to grant slight adjustments to the above requirements if it is found that these requirements impose an undue hardship on a property owner in locating the site for a home. Approval for any such exception must be in writing.
15. **SIGNS.** No sign of any kind shall be displayed to the public view on any lot except: one professional sign of not more than one square foot, or one sign of not more than five square feet advertising the property for sale or rent, or signs used by builder or Realtor to advertise the property during the construction and initial sales period.
16. **MAILBOXES.** In order to maintain the continuity and character of the subdivision all mailboxes will be decorative metal of the same type as the mailbox at 1090 Coday Bluff. It shall be the responsibility of the owner of the lot to purchase, maintain, repair, and replace said mailbox and mailbox post at said owner's expense. Any replacement mailbox or mailbox post shall be of the same or similar design and size as the original mailbox and mailbox post and shall be subject to the approval of the Architectural Control Committee.
17. **OIL AND MINING OPERATIONS.** No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavation 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.
18. **HEAVY EQUIPMENT.** No heavy equipment such as road equipment, trucks having more than six wheels, grading equipment or similar vehicles may be parked on streets, driveways or elsewhere on the property unless such equipment is specifically in use for initial construction and grading of said property. School buses, RV, boats and inoperable vehicles must be stored in the backyard of the house not visible from the adjoining properties & streets.
19. **ANIMALS.** No animals, livestock, or poultry of any kind shall be housed, maintained, raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Animals are not allowed to roam the neighborhood. Dog houses and runs shall not be visible from street.
20. **MAINTENANCE OF LOT.** Effective with the passing of title, any residential lot owner assumes the responsibility of maintenance of their lot and adjoining right-of-ways, and agrees to maintain same in a neat, orderly, and clean state in general keeping with the surrounding lots. No lots shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept 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, generally hidden from sight.
21. **SUB-DIVIDING OF LOTS.** There shall be no sub-dividing of lots without the express, written permission of the Architectural Control Committee
22. **SIGHT DISTANCE AT INTERSECTIONS.** No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet 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 25 feet from the intersection of the street lines, or in the case of a rounded property corner, such points being 25 feet from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway.
23. **SEWAGE DISPOSAL.** No individual sewage-disposal system shall be permitted on a 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 the Oconee County, Georgia, Health Department. Approval of such systems, as installed, shall be obtained from such authorities.
24. **STORAGE TANKS.** No exposed above-ground tanks will be permitted for the storage of fuel, water, or for any other use, without prior approval of the Architectural Control Committee.
25. **NUISANCES.** No noxious or offensive activity shall be carried out on upon any lot, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood.

26. The Architectural Control Committee shall have the authority to grant adjustments to the above requirements if it is found that these requirements impose an undue hardship on a property owner in locating the site for a home or the adjustment would add to the aesthetic character of the subdivision as decided by the Architectural Control Committee. Approval for any such exception must be in writing.

27. ARCHITECTURAL CONTROL COMMITTEE.

- (A) MEMBERSHIP. The Architectural Control Committee shall be composed of the Declarant or their designees or their assigns.
- (B) PROCEDURE. The Committee's approval or disapproval as required in these covenants shall be in writing. Should the committee, or its designated representative, fail to approve or disapprove, within 30 days after the plans and specifications and proposed site location have been submitted to it, or in any event, if no suit to enjoin construction has been commenced prior to the completion thereof, approval will not be required and the related covenant(s) shall be deemed to have been fully complied with.

28. TERM. These covenants are to run with the land and shall be binding on all parties and person claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless and until an instrument signed by a majority of the then record owners of said lots has been recorded, agreeing to change said covenants in whole or in part.

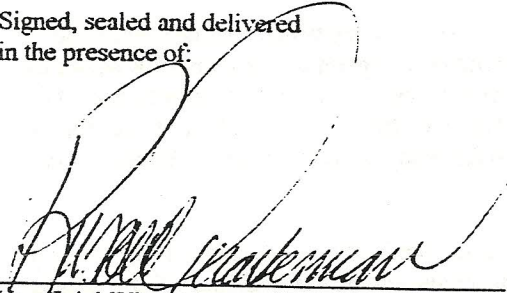
29. ENFORCEMENT. Should any residential lot owner having an interest in any property within said subdivision violate or attempt to violate any of the covenants herein, it shall be lawful for the Architectural Control Committee or any residential lot owner of any real property situated in said development or subdivision to institute any proceedings at law or in equity against the party violating or attempting to violate any such covenant, either to prevent such violation or attempted violation or to recover damages for such violation. In the event it is necessary for the Architectural Control Committee to retain an attorney to enforce these covenants, the property owner violating said covenants shall be liable for attorneys fees and other costs of the Architectural Control Committee in connection with the enforcement of said covenants.

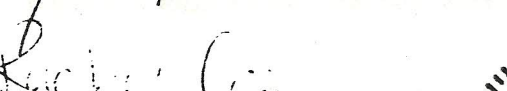
30. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of their other provisions which shall remain in full force and effect.

31. These restrictions, covenants and conditions shall apply only to the property described above as Knob Creek section of Ivywood South. No representation or warranties are made with respect to development of any other property owned by the Declarant, the right being expressly reserved by the Declarant to develop any property other than the specific lots and portions of lots referred to herein in any manner they, in their sole discretion, may choose or deem proper.

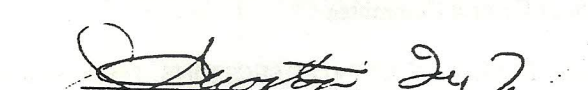
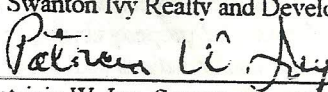
IN WITNESS WHEREOF, the Declarant has hereunto set its hand and seal the year and day first above written.

Signed, sealed and delivered  
in the presence of:

  
Unofficial Witness

  
Notary Public

9/18/98

  
J. Swanton Ivy Jr., President  
J. Swanton Ivy Realty and Development, Inc.  
  
Patricia W. Ivy, Secretary  
J. Swanton Ivy Realty and Development, Inc.

