

252

E. Wilson

PROTECTIVE COVENANTS OF BRIERWOOD ACRES

GEORGIA, HABERSHAM COUNTY

THIS DECLARATION OF PROTECTIVE COVENANTS and PUBLISHED
THIS 8 DAY OF August, 1983, BY DAVID E. WILSON,

W I T N E S S E T H :

WHEREAS, DAVID E. WILSON, is the owner of all the property
which composes BRIERWOOD ACRES, a subdivision as shown on a plat as
recorded in Plat Book 19, page 236 in the office of the
Clerk of Superior Court of Habersham County, Georgia; and

WHEREAS, it is to the interest and advantage of said owner
and to each and every person who shall hereinafter purchase a tract
in said subdivision that certain Protective Covenants governing
and regulating the use and occupancy of the same be established,
and set forth and declared to be Covenants running with the land,

NOW, THEREFORE, for and in consideration of the premises
and of the benefits to be derived by said subdivision owner and
each and every subsequent owner of any of the tracts in said
subdivision, said subdivision owner does hereby set up, establish,
promulgate and declare the following Protective Covenants to
apply to all of said tracts and to all persons hereinafter owning
said tracts, or any of them, these Protective Covenants shall
become effective immediately and run with the land and shall be
binding on all persons claiming under and through said subdivision
owner for a period of Twenty (20) years from the date hereof and
until rescinded or modified as hereinafter provided:

1. USE FOR RESIDENTIAL PURPOSES ONLY. The property conveyed shall be used for residential purposes only, and for no other purposes.
2. TYPE OF BUILDING. No type or kind of building shall be erected, altered, placed or permitted to remain on the property conveyed other than single-family dwellings, together with one private garage with capacity for no more than three passenger automobiles, and each owner shall be allowed to construct out-buildings for use in connection with the occupancy of the property which shall include, but not be limited to, green houses, barns and utility buildings.

(fka)

Ernest W. Nations, Jr., Clerk

253

Not more than one single-family shall be allowed on any one lot and no lot shall be subdivided into lots containing less than two (2) acres of land each.

The exterior walls of all buildings constructed or to be constructed on the property conveyed herein shall be of brick, concrete veneered with stucco or other material approved by subdivision owner, stone, wood siding or wood shingles or shakes, wood or logs, and of no other materials.

The construction of all out-buildings shall be of such materials as would be in harmony with the surroundings and would not constitute an eye-sore.

3. SIZE OF DWELLINGS. (A) No one-story dwelling shall be erected on any lot where the ground area thereof shall be less than one-thousand (1000) square feet.

(B) No two-story dwelling shall be erected on any lot in said subdivision where the ground area thereof shall be less than six-hundred (600) square feet. Any dwelling constructed as a guest cottage for use in conjunction with the main dwelling shall contain not less than 800 square feet of living area.

(C) These minimum requirements of square foot ground area shall be exclusive of porches, car ports, patios and similar items of construction.

4. COMMERCIAL ACTIVITY. No business, trade, profession or commercial activity or calling of any kind shall be conducted in any building or on any portion of the property conveyed.

5. NO POULTRY HOUSES OF ANY KIND WILL BE PERMITTED. Dogs or cats may be kept upon said property as pets provided they are not kept for any commercial use or purpose. A milk cow and horses for personal use will be permitted only on lots of five (5) acres or more. Positively no pigs or swine or sheep of any kind will be permitted.

6. TEMPORARY BUILDINGS. No temporary building, trailer, mobile home, modular home, basement, tent, shack, or any other type of temporary or partly finished building or structure shall be erected

254

or placed upon this property, or used as a dwelling thereon, except that a camper, motor home or tent may be placed on said property for a period not exceeding eight weeks in a calendar year.

7. LOCATION OF BUILDING ON SITE. No dwelling, garage, barn, guest cottage or out-building, except a gazebo or picnic facility, shall be located on any building site nearer to the front line than fifty feet, nor nearer to a side or rear lot than twenty feet or nearer to any structure on any adjacent lot or building site than forty feet.

8. GARBAGE AND REFUSE DISPOSAL. No part of said land shall be used or maintained as a dumping ground for rubbish or garbage. Trash, garbage and other waste shall be kept in containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

9. SEWAGE DISPOSAL AND WATER SUPPLY. All sewage disposal systems, water systems and wells, placed on said land shall be located and constructed in accordance with the requirements, standards, and recommendations of the Public Health Department and permits shall be obtained from the County Health Department as required.

10. PROTECTION OF STREAMS. No use of any of said property shall be allowed which would in any way result in pollution or diminution of the flow of any stream running through said property. The owner of a parcel of property may temporarily divert water for the use of a water wheel, fish pond or the like so long as the water is returned to the stream without adversely affecting the flow or quality of water, and without adversely affecting the right of the adjoining owner.

11. NUISANCES. No activity shall be carried on upon said land which would constitute an unreasonable and substantial interference with the use and enjoyment of the land by the residential owners thereof, and no junk or wrecked vehicles shall be kept on said property at any time.

255

12. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for the initial period hereinabove stated and for successive periods of ten (10) years unless and instrument signed by a majority of the then owners of the lots, exclusive of parties who may hold title or lien to secure indebtedness, has been recorded among the deed records of Habersham County, Georgia, agreeing to change these covenants in whole or in part. A two-thirds (2/3) majority of the owners of tracts in said subdivision may at any time amend and alter the terms of these covenants.

13. ENFORCEMENT. Enforcement shall be by the proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

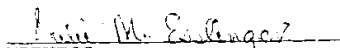
14. EFFECT OF FORECLOSURE OF LIEN. It is expressly provided that a breach of any of the protective covenants or conditions herein set out shall not defeat or render invalid the lien of any mortgage, security deed or deed of trust, made in good faith and for value, as to the said premises, or any part thereof; BUT said Protective Covenants and conditions shall be binding upon and effective against any owner of any lot or lots within said subdivision whose title thereto is acquired as a result of foreclosure, sale under power, trustee's sale, or otherwise, as to the ownership and use by any owner who so acquires title.

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

IN WITNESS WHEREOF, the said DAVID E. WILSON, has hereunto set his hand and seal, the day and year first above written.

 (SEAL)
DAVID E. WILSON

Executed in the presence of:


WITNESS



NOTARY PUBLIC for the State of Georgia
My Commission Expires Feb. 20, 1987

GEORGIA, HABERSHAM COUNTY
CLERK'S OFFICE, SUPERIOR COURT
FILED FOR RECORD May 10
1984 AT 12:05 O'CLOCK P. M.
RECORDED
IN BOOK NO. _____ PAGE _____
CLERK

GEORGIA, HABERSHAM COUNTY, CLERK'S OFFICE, SUPERIOR COURT
Filed for record May 10, 1984 at 12:05p m. Recorded May 11, 1984.

(fka)

Ernest W. Nations, Jr., Clerk