

DECLARATION OF PROTECTIVE AND RESTRICTIVE  
COVENANTS FOR  
"RIVER VALLEY" SUBDIVISION

THIS DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS, made as of the 2nd day of December, 1992, by Bradford W. Collins at 3370 Vineville Avenue, Suite 108, Macon, Georgia 31204 (hereinafter referred to as Developer), for real property located in portion of Land Lot 113 of the 7th Land District of Crawford County, Georgia (hereinafter referred to as the "Subdivision") set forth in a Plat recorded in Plat Book 11, Page 60, Records of Crawford County, Georgia (hereinafter referred to as the "Plat").

W I T N E S S E T H :

WHEREAS, Developer has this day established the Subdivision;  
and

WHEREAS, it is to the interest, benefit and advantage of Developer and each and every person who shall hereafter purchase any lot in the Subdivision (hereinafter referred to in the singular as a "Lot" and in the plural as "Lots") that certain protective and restrictive covenants governing and regulating the use and occupancy of the Subdivision be established, 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 the Developer and each and every subsequent owner of any of the Lots, Developer does hereby set up, establish, promulgate and declare the following protective covenants to apply to all of the Lots and to all persons owning the Lots, or any of them, hereafter. These protective covenants shall be binding on all persons claiming under and through the Developer until twenty-five (25) years from and after the date of this instrument, at which time such covenants may be extended or terminated in whole or in part as hereinafter provided.

1.

The Lots shown on the above described plat shall be used solely for residential purposes.

2.

No Lot shall contain more than one single family dwelling which shall be a permanent type dwelling constructed of standard materials or a manufactured, modular or mobile home. Mobile homes are allowed as a residence only if they are set up permanently and underpinned within 24 months with brick, concrete block or masonry material or material approved by the Developer in writing. Any dwelling must meet all county and state regulations governing the same. Such outbuildings as are usually accessory to a single family dwelling shall be permitted. The heated floor space of the ground floor exclusive of porches, garages, basements and attics shall not be less than 960 square feet. Residential exteriors may be finished with brick, shingle siding, painted or stained wood, or similar attractive materials; and asphalt siding and unpainted metals are expressly prohibited. All add-ons shall be constructed of materials which match that of existing dwelling.

3.

No mobile homes will be allowed to be joined together as a single residence on any lot. Any additions to mobile homes must be approved by the Developer in writing.

4.

Owner reserves the right to mow any property lines of any lots in common with any lots he owns unless said lot is fenced.

5.

No camper unit, basement, tent, garage, barn or other outbuilding which may be moved onto or erected upon any lot shall at any time be used as a permanent residence without the express written consent of Developer.

6.

No lots shall be subdivided except the Developer shall have the right to subdivide the same. The Developer shall have the right to subdivide any lots at his discretion subject to rules and regulations of the local and state governing authorities.

7.

No dwelling, building or other structure shall be erected nearer than 60 feet to any lot boundary line along a public road. Other setbacks shall conform to county rules and regulations.

8.

No trade, school, church, kindergarten or commercial activity of any kind shall be conducted or permitted upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

9.

No junk, junk automobiles, or other junk vehicles shall be kept on any of the lots. All inoperative automobiles or vehicles shall be kept in a garage or repaired or removed within thirty (30) days.

10.

No privy or outside toilet facility shall be constructed or maintained on any lot. Septic tanks, sewerage disposal systems and drinking water facilities shall conform to all requirements established by federal, state, and local laws, rules and regulations.

11.

No lot shall be used or maintained as dumping ground for rubbish. Each lot shall be kept neat and orderly with all trash and waste kept in sanitary containers.

12.

These "Protective and Restrictive Covenants" may be amended by the Developer for a period of twenty four (24) months from the date hereof.

13.

No old house or used dwelling, including a manufactured, modular or mobile home that is more than eight (8) years old from the date of construction or manufacture shall be permitted on a lot unless owner receives prior written approval from Developer.

14.

Easements for installation and maintenance of utilities and drainage facilities are reserved by Developer.

The covenants, restrictions and conditions herein contained shall be construed as real covenants running with the land and shall be binding upon and shall inure to the benefit of all lot owners, their successors and assigns for a period of twenty five (25) years from the day hereof, provided said covenants may be amended during said initial period by an instrument signed by the undersigned and by all of the then lot owners and placed on record. After the initial twenty five (25) year period, said covenants shall automatically be 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 the covenants in whole or in part. Any such change, however, shall meet the minimum requirements of the regulations of any governmental authority which may exist for the purpose of regulating the use of said lots.

16.

Invalidation of any one or more of these covenants by judgement or court order shall in no way affect any of the other restrictive covenants which shall remain in full force and effect.

17.

This declaration of restrictive covenants shall be binding upon and inure to the benefit of the undersigned, their successors and assigns and all lot owner and their successors and assigns.

18.

The undersigned, his successors and assigns or any lot owner may proceed at law or in equity to prevent the occurrence or continuation of any violation of these restrictive covenants.

In witness whereof, the undersigned has hereunto set his hands and seals this the second day of December, 1992.

Signed, sealed and delivered  
in the presence of:

*Robert Brown Jr*  
\_\_\_\_\_



*Robert W. Walker*  
\_\_\_\_\_

*Bradford W. Collins*  
Bradford W. Collins  
Developer

11:40 AM  
1/22/93