

140 335

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BOOK 140 Pages 335-340

D, H, B  
P.O. Box 429  
Jefferson, GA 30529

AMENDMENT TO DECLARATION OF RESTRICTIONS ON PHASE III  
STAGHORN PLANTATION

WHEREAS, Staghorn Plantation Estates, Inc., the sole owner of Staghorn Plantation, hereinafter referred to as S.P., is the owner of a parcel of land referred to as S.P. in Jackson County, located on Highway 335 west of Nicholson, Georgia; and said parcel is more fully described as follows: Homesites 200 through 218 of the S.P. survey of Phase III, prepared by Venable & Associates, Inc., Surveyors, dated November 1, 1988, and recorded in Plat Book 29, Page 247, Jackson County Records; and

WHEREAS, S.P. does, by these presents, make, declare and impose upon the said described land the following agreements, conditions, restrictions, limitations and easements which shall be and constitute covenants running with the land, and shall be binding upon the undersigned, its successors and assigns, as well as upon people claiming under it, and each and all subsequent purchasers, their heirs, personal representatives, successors and assigns, of said property or any part, parcel or portion thereof, to-wit:

LAND USE

1. Each homesite in the subdivision must be used for residential purposes only, and the entire tract of land conveyed is sold, and shall be used, as a single residential homesite, and no structure shall be erected, altered, placed or permitted to remain on said land within the subdivision other than one detached single family dwelling constructed and maintained for the use and occupancy of a single family unit and private garage for not more than three cars.

2. The Board of Directors of Staghorn Plantation Estates have given approval for the construction of detached storage buildings. The following restrictions shall apply to the construction and placement of these buildings:

- a. Approval of the Architectural Control Committee is required.
- b. A suitable sketch showing the size, front, end and side view must be presented to the Architectural Control Committee.
- c. Only one building per lot is permitted.
- d. Construction of said building must be subsequent to the completion of the residence.
- e. The maximum size of said building shall be 12 x 20 feet.

For re record see 21C Pp. 360

For WD see 20-X Pp. 579  
For WD see 20-X Pp. 577  
D. H. B. P. P. 11

f. Building must maintain the same roof lines and be constructed of the same material as the residence.

g. Building must be at least 200 feet from the road. Lake lots with smaller acreage are excepted.) Architectural Control Committee will determine these locations on an individual basis.

h. No metal or prefabricated buildings will be acceptable.

i. Utility buildings will be for storage only.

j. No commercial business will be permitted within the detached storage building.

3. No homesite may be subdivided; however, any one homesite or portion thereof may be added to or combined with another homesite or portion so as to form a single family residential building homesite; however, once homesites are combined to form a single-family residential building homesite, they may not be re-subdivided into a greater number of homesites.

4. No building shall be located closer than eighty feet to the street line and not closer than fifty feet to any property line. S.P. may permit variances from the set-back requirements hereinabove set forth in these instances where, due to the terrain and location of the particular home or other unforeseen difficulties in connection with the construction of buildings on said property, the same is deemed necessary to the S.P. in its sole and exclusive discretion, in order to make the best developmental use of the particular tract involved consistent with the subdivision scheme.

5. No noxious or offensive activity shall be carried on upon any homesite, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants, poultry, animals (other than household pets) or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.

6. All construction trash, excess dirt and debris must be removed or buried prior to occupancy. In the event the owner of any residential homesite permits any trash to accumulate, S.P. may enter upon said land to remove any trash which is collected on said homesite without such entrance and removal being deemed a trespass, all at the expense of the owner of the said homesite; provided, however, that such expense shall not exceed fifty ( \$0.00) dollars annually. This provision shall not be construed as an obligation on the part of the S.P. to provide garbage or trash removal services.



7. No commercial signs, including "For Sale" and other similar signs shall be erected or maintained on any homesite or the property as a whole, except with the written permission of the S.P. or except as may be required by legal proceedings, it being understood that the S.P. will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardship to the property owner. Property identification and like signs exceeding a combined total of more than three (3) square feet may not be erected without the written permission of S.P.

8. Each property owner shall provide space for parking two automobiles off the street prior to the occupancy of any dwelling construction on said homesite in accordance with reasonable standards established by the S.P.

9. No property owner shall allow a TV satellite dish to be located between the house and road.

10. Plans of structure and design for above ground swimming pools must be approved by the Architectural Control Committee prior to installation.

11. No trailer, tent, mobile home of a single-wide or double-wide nature, or any other type structure which is not on-site constructed and is delivered on an axle of its own, nor modular home, tree house or other similar outbuilding shall be placed on any property at any time, either temporarily or permanently, the only exception being a barn on the larger parcels with S.P. approval. Motor homes may be parked on homesites after completion of home, but are not intended to be used for any period of time on the homesite.

12. No fuel tanks or similar storage receptacles may be exposed to view and may be installed only within the main dwelling unit or buried underground.

13. No large trees measuring eight (8) inches or more in diameter at ground level may be removed without the written approval of the S.P. unless located within ten (10) feet of any building of two units or within ten (10) feet of the approved site for such building. No trees shall be removed from any homesite without the consent of the S.P. until the owner is ready to begin construction on said lot.

#### BUILDING RESTRICTIONS

1. Dwelling Cost, Quality and Size: S.P. reserves the right to review and approve all house plans prior to beginning construction. The floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 2,000 square feet. No dwelling shall be permitted on any homesite at a cost which is less than the cost of construction of the initial building on the site, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality or workmanship and materials substantially the same or better than that which was originally constructed on the homesite.

2. The foundation of all buildings shall be covered by either stone, brick, stucco or wood.

3. The exterior of all houses and other structures must be completed within one year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergencies or natural calamities.

4. It shall be the responsibility of each property owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on such homesites which shall tend to decrease substantially the beauty of the neighborhood as a whole or the specific area.

5. It will be the responsibility of the individual resident to maintain each homesite in a neat and orderly fashion, in general keeping with surrounding homesites. Said homesite shall not be used or maintained as a dumping ground for rubbish, trash, garbage or waste, and all incinerators or other equipment for the disposal or storage of such material shall be kept in a clean and sanitary condition. Each owner shall provide storage for garbage, in an area not generally visible from the road, or provide underground garbage receptacles or a similar facility.

6. Clothes Lines and Wooden Racks: Permanent clothes lines may be constructed or maintained only on the rear portion of the homesites. Racks for storage of firewood must be placed and maintained in a neat and orderly manner only in the rear or side portions of the homesites. A vegetable garden in rear or side of property is permitted.

#### EASEMENTS

1. Easements for installation and maintenance of utilities, installation and maintenance of drainage facilities, and for access, are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may be damage any structure installed in accordance with said easements, or interfere with the installation and maintenance of utilities in the utility easements, or which may change the direction of flow of drainage channels in the drainage easements, or which may obstruct or retard the flow of water through drainage channels in the drainage easements. The easement area of each homesite and all improvements in it shall be maintained continuously by the owner of the homesite, except for installation for which a public authority or utility company is responsible. These public authority or utility companies and the developer and their successors and assigns shall have a perpetual easement for the installation and maintenance of water lines, storm drains, gas, electric and telephone lines, cable and conduits under and through the utility easements as shown on the plat. Any damage caused by pavement, driveways, drainage structures in the installation and maintenance of such utilities shall be properly restored and repaired by the utility whose installation or maintenance caused the damage.



2. All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them until December 31, 2012, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of homesites affected by such covenants has been recorded, agreeing to change said covenants in whole or in part.

3. In the event of a violation or breach of any of these restrictions by any property owner or agent of such owner, the owners of homesites in the neighborhood of subdivision, or any of them jointly and severally, or the S.P. shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the S.P. shall have the right, whenever there shall have been built on any portion of the property any structure which is in violation of these restrictions, to enter upon the property where such violation exists, and summarily abate or remove the same at the expense of the owner if after thirty (30) days written notice of such violation, it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction or condition contained in this Declaration of Restrictions, however long continued, shall not be deemed a waiver of the right to do so hereafter, as to the same breach or as to a breach occurring prior to, subsequent thereto, and shall not bar nor affect its enforcement. The invalidation by any court of any restriction in these Declaration of Restrictions contained shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

#### ARCHITECTURAL CONTROL COMMITTEE

1. There is an architectural control committee of three homesite owners who will be elected to serve along with S.P. to make additional restrictions if necessary along with other decisions which influence the general neighborhood of Stagborn Plantation.

2. The following requirements must be met prior to any construction:

a. A complete set of professionally prepared plans must be on file with Stagborn Plantation.

b. The Architectural Control Committee will require a minimum of two weeks for plan approval.

c. A meeting will be held between an Architectural Control member, the owner and builder. This meeting will be held to clarify and obtain concurrence on all restrictions.

d. A minimum roof elevation pitch of 8/12 feet is required.

e. Basic landscaping must be implemented prior to occupancy.

f. The Architectural Control Committee will assume responsibility for follow-up and issuance of complaints, if they deem the construction is not in compliance with its requirements. The Architectural Control Committee will report to the Board of Directors for any additional assistance required.

3. The architectural control committee may waive, upon application being made to it, any one or more of the foregoing conditions, restrictions, limitations or agreements with respect to any designated homesite or homesites, upon finding such waiver would not be detrimental to the property as a residential area of high standard, but any such waiver, which must be evidenced in writing, shall not be deemed or construed to be waiver of any such condition, restriction, limitation, or agreement with respect to any other homesite.

#### MISCELLANEOUS

1. A homeowner's association is presently in existence and membership shall be compulsory for any owners of property at the time of formation.

2. It shall be the responsibility of each owner to repair or reconstruct any unit damaged by fire or other casualty, said repair and reconstruction must be undertaken within thirty days after final settlement of any insurance claims affecting such damage. In any event, however, repair or reconstruction must be accomplished within nine months of the date of the loss. Said repair and reconstruction must comply in all respects with the requirements for exterior appearance and landscaping set forth in these restrictions.

3. A form letter from the Board of Directors will be sent to any homeowner when it is determined that any violation exists. This letter will not be sent to alienate the homeowner, but rather to bring to the homeowner's attention that a violation has been noted. This will give the homeowner the opportunity to correct the problem with minimum involvement by the homeowner association.

IN WITNESS WHEREOF, Staghorn Plantation Estates, Inc. (S.P.) has caused this instrument to be executed this 15 day of March, 1995.

STAGHORN PLANTATION  
ESTATES, INC.

BY 

Karen Hengler  
Witness