

Andy Malcom
216 CHERRY Hill Rd.
MONTAIE GA 30656

FILED AND RECORDED
CLERK SUPERIOR COURT
WALTON COUNTY, GEORGIA

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KATHY K. TROST, CLERK

STATE OF GEORGIA

COUNTY OF WALTON

**DECLARATION OF PROTECTIVE COVENANTS
GRAND OAKS SUBDIVISION**

This Declaration of Protective Covenants, made and published this 14th day of February, 2000, by BULLOCH ANDERSON, L.L.C., a Georgia Limited Liability Company of the County of Walton, State of Georgia.

WITNESSETH: THAT WHEREAS, said BULLOCH ANDERSON, L.L.C., is the owner of the following described property:

All that tract or parcel of land lying and being in Land Lots 167, 168, 169 & 170, 2nd District, Social Circle G.M.D. 418, Walton County, Georgia, including Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 in GRAND OAKS SUBDIVISION, as shown on a plat of survey prepared by Batchelor & Associates, certified by Gerald T. Batchelor, Registered Professional Land Surveyor No. 2238, dated January 11, 2000, recorded in Plat Book 82, page 202, Clerk's Office, Walton Superior Court. Reference is hereby made to said plat of survey, and the same is incorporated herein for a more complete description of the property.

WHEREAS, it is to the interest, benefit and advantage of the owners and to each and every person who shall hereafter purchase any lot in GRAND OAKS SUBDIVISION that certain Protective Covenants governing and regulating the use and occupancy of the same 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 owners and each and every subsequent owner of any of the lots in such Subdivision, the said owner does hereby set up, establish, promulgate and declare the following Protective Covenants which shall apply to all lots in GRAND OAKS SUBDIVISION and to all persons owning said lots, or any of them, hereafter; these Protective Covenants shall become effective immediately and run with the land and shall be binding on all persons claiming under and through said owner in such property for twenty-five (25) years after the date hereof and the same shall be automatically extended for a successive period of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change or terminate the said covenants, in whole or in part, to-wit:

1. Lots shall be for single family private dwellings only, with no lot or structure thereon being used for any type of business or commercial enterprise.
2. An Architectural Control Committee will be composed initially of N. Anderson Malcom and William B. Strickland and such other persons thereafter as may be appointed by them.
3. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the design, construction plans, and specifications and a plat showing the location of the structure shall have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.
4. No manufactured, mobile or modular home shall be permitted on any lot.
5. No private dwelling shall be nearer the frontage of any road than sixty (60) feet, nor nearer than forty (40) feet from a rear lot line, nor nearer than twenty (20) feet from a side line of any one lot, or combinations thereof.
6. No residence shall be erected on any lot having less than 2800 square feet of indoor-enclosed heated floor area for a single story residence and 3400 square feet of indoor-enclosed heated floor area for a two-story residence.

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7. All structures erected shall be completed within one (1) year from the date that the structural work begins.
8. Landscaping and all-weather drive shall be completed within one (1) year from the date that structural work begins.
9. No wire fences are to be constructed fronting on any existing road or street, and any fence constructed fronting on an existing road or street must be of board or split rail. All fencing must be approved by the Architectural Control Committee.
10. Any individual water system or sewage disposal system placed on said land must be approved by and comply with the rules and regulations of the Walton County Health Department prior to beginning the construction of a residence; no outhouses or privies are allowed.
11. No accumulation of discarded personal effects, debris, waste, garbage, or other unsightly objects or matters will be permitted on any lot.
12. No inoperative vehicle(s), or parts of same, shall remain placed on any lot.
13. One and one-half (1 1/2) large animals (horses, cattle) may be permitted per acre of fenced area or pasture (excludes acreage occupied by residence); however, no swine or poultry shall occupy said lots.
14. No timber or trees can be cut without prior written permission of the Architectural Control Committee.
15. Enforcement of these covenants may be pursued by any party having an interest in the Subdivision property or the developer through proceedings in law or in equity against any party violating, or attempting to violate, any covenant, including seeking the restraint of such violation or to recover damages.
16. Whenever possible, each provision of this Declaration shall be interpreted in such a manner as to be effective and valid, but if any provision of this Declaration or the application thereof to any person or any property shall be prohibited or held invalid, such prohibition or invalidity shall not effect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end, the provisions of this Declaration are declared to be severable.

IN WITNESS WHEREOF, the said owner, acting through its duly appointed officer, has hereunto affixed its hand and seal on the day and year first above written.

Signed, sealed and delivered
in the presence of:

BULLOCH ANDERSON, L.L.C.

Jackie S. Cain

By: N. Anderson Malcom (SEAL)
N. ANDERSON MALCOM,
Its Sole Managing Member



Alana M. Tunney

Notary Public, Walton County, Georgia
My Commission Expires Dec. 7, 2002

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