

*This instrument prepared by and after
recording is to be returned to:*

*Varner & Adams, PC
P.O. Box 8099
Warner Robins, GA 31095-8099
(478) 922-3010*

***DECLARATION OF PROTECTIVE COVENANTS
FOR THE SUBDIVISION KNOWN AS
A PORTION OF SECTION 1 AND ALL OF SECTION 2, PHASE 2,
LEGACY PARK***

This Declaration, made on the date hereinafter set forth by *Centerville Development Co, LLC*, hereinafter referred to as Declarant;

WITNESSETH:

WHEREAS, the Declarant is the owner of certain property in the City of Perry, County of Houston, State of Georgia, which is more particularly described as follows, to-wit:

All that tract or parcel of land situate, lying and being in Land Lots 77, 78 and 84 of the Tenth (10th) Land District of Houston County, Georgia, known as ALL lots in Section 1, and Section 2, Phase 2, Legacy Park Subdivision, as shown on a plat of survey of record at Plat Book 78, Pages 101-104, Clerk's Office, Houston County Superior Court. Said plat and the record thereof are incorporated herein by reference for all purposes.

WHEREAS, it is to the interest, benefit and advantage of Centerville Development Co., LLC, and every person who shall hereafter purchase any lot in said 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 valuable consideration benefiting all parties having an interest in this instrument, Declarant hereby declare that all of the properties hereinbefore described be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purposes of protecting the value and desirability of, and which shall run with the real property and

be binding on all parties having any right, title or interest in, the described properties or any part hereof, their heirs, successors and assigns, and shall insure to the benefit of each owner thereof. These Protective Covenants shall be effective immediately and shall be binding on all persons claiming under and through Centerville Development Co., LLC, until the end of the term as specified in Article IV, Section 4.03, at which time these Protective Covenants may be extended or terminated in whole or part as herein provided.

ARTICLE I

DEFINITIONS

Section 1.01 **“Committee”** shall mean and refer to the Architectural Control Committee fully described in Article II, Section 2.06 of these covenants.

Section 1.02 **“Declarant”** shall mean and refer to Centerville Development Co., LLC, and assigns.

Section 1.03 **“Owner”** shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the property hereinabove described, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.04 **“Parcel”** shall mean and refer to any plot of land shown on the aforesaid recorded subdivision map of the properties, not including any common area. It is herein expressly provided that the fee title to any lot described as bounded by any street, lane, walkway, park, playground, lake, pond, or any other common property which has not been dedicated or accepted by the public and shown on the aforesaid recorded plat of survey (or subsequent recorded plats of survey), as abutting upon any such common property, shall not extend upon such common property. The word “lot” is used synonymously with the word “parcel” in these covenants.

Section 1.05 **“Properties”** shall mean and refer to that certain real property hereinabove described, and any other property that is expressly added thereto by a written instrument executed and recorded, and is also brought into jurisdiction of the Association.

Section 1.06 **“Lot”** shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Properties.

Section 1.07 **“Easement”** shall mean and refer to areas of land designated on any plat of survey for this development and referenced to in the deeds of conveyance of each individual lot as drainage, utility and/or maintenance easements and shall grant and make lawful the beneficial use of said property so designated for those specifically designated purposes.

Section 1.08 **“Subdivision”** shall mean and refer to that certain real property hereinabove described, and any other property that is expressly added thereto by a written instrument executed and recorded, and is also brought into jurisdiction of the Association.

Section 1.09 **“Association”** shall mean and refer to *Legacy Park Homeowners Association, Inc.*, the homeowners’ association for the subdivision.

ARTICLE II

LIMITATIONS OF USES

Section 2.01 **Restrictions of Use.** The lots described and embraced in the above-described property shall be used only for residential purposes and each lot shall be individually owned in its entirety.

Section 2.02 **Restriction of Property.** No lot may be split, divided or subdivided for sale, resale, gift, transfer or otherwise. No lot shall be used except for single family, residential subdivision purposes. No building shall be erected, altered, placed or permitted to remain on any lot, except that which is constructed for residential purposes as authorized by these covenants. Prior to the beginning of construction of any improvement on any lot, the plans and specification, to include structure on site plan, must be approved in writing by the Architectural Control Committee.

Section 2.03 **Structure and Square Footage.** No dwelling shall be permitted with the ground floor area of the main structure, exclusive of open porches, patios and garages, being less than 1,400 square feet dwelling inside the heated area. No less than a two (2) car enclosed garage shall be constructed.

Section 2.04 **Exterior Construction.**

(a) All homes shall be constructed only with brick exterior walls on all four sides. Bricks will be either eight inch (8”) standard brick, twelve inch (12”) Norman brick or Norwegian brick. No thrift brick or the like shall be used in the exterior

construction of any residence. Vinyl or other acceptable siding may be used for the trim and in the gables, if approved by the Architectural Control Committee. For dwelling of more than one story, brick is required only on the first level. The second level can be vinyl or other acceptable siding, if approved by the Architectural Control Committee.

(b) All residences shall be constructed with a roof pitch of no less than six by twelve (6 x 12).

Section 2.05 Landscaping. The builder, contractor or owner of each residential lot shall be responsible for the landscaping of each lot. The entire front yard to the front corner of each lot must be sodded with centipede grass approved by the Houston County Extension Office for its use in this area. There must be a minimum of one (1) tree and fifteen (15) three (3) gallon and six (6) one (1) gallon shrubs installed in the front yard.

Section 2.06 Architectural Control Committee. No dwelling, building structure or improvement of any type or kind including out buildings and fences may be constructed or placed on any lot in the Development without the prior written approval of the Architectural Control Committee. Such approval shall be obtained only after the owner of the lot requesting authorization from the Architectural Control Committee has made written application to the Architectural Control Committee. The appearance of the exterior of each structure is of extreme importance and the Architectural Control Committee specifically reserves the right to reject paint, brick and/or trim color for the exterior of any home that is deemed by the Architectural Control Committee to be inconsistent with the surrounding development. Such written application shall be in the manner and form prescribed from time to time by the Architectural Control Committee and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing the location of all improvements existing upon said lot and the location of the improvements proposed to be constructed or placed upon said lot, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used, and any proposed landscaping, together with any other material or information which the Architectural Control Committee may require.

(a) **Membership.** The Architectural Control Committee shall be composed of Charles W. Williams Jr., Rich Thomas and Victor Wainwright. In the event of death or resignation of any member of the committee, the remaining member or members shall have full authority to designate a successor. Neither the members of the committee (nor any designated representative) shall be entitled to any compensation for service

performed pursuant to this covenant. The committee may designate a representative to act for it who shall have full power and authority to act on behalf of the Committee in all matters requiring Committee approval or action, provided, however, that the owner of any lot in said Subdivision shall have to right and privilege to appeal the action or decision of said representative to the entire Committee. Such appeals shall be in writing and addressed to:

*Architectural Control Committee
c/o Charles W. Williams, Jr.
102 Lois Drive
Warner Robins, Georgia 31093*

or such other address as may be provided in a duly recorded amendment hereto.

(b) **Procedure.** The Committee's approval or disapproval as required in these covenants shall be in writing, and must be obtained prior to commencement of construction.

(c) **Power of Disapproval.** The Architectural Control Committee may refuse to grant permission to construct, place or make the requested improvement when:

(1) The plans, specifications, drawings or other materials submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of these restrictions;

(2) The design of color scheme of a proposed improvement is not in harmony with the general surroundings of said lot or with adjacent building or structures;

(3) The proposed improvement, or any part thereof, would in the opinion of the Architectural Control Committee be contrary to the interests, welfare or rights of all or any part of the owners of other lots in the Development.

Section 2.07 Building Setback Lines. No building shall be erected nearer to the front line than Twenty (20') feet unless otherwise denoted. No building shall be erected nearer to any side lot line than eight (8') feet unless otherwise denoted. No building shall be erected nearer to the rear lot line than Twenty (20') feet unless otherwise denoted. All residential structures shall face in the direction of the front lot line, except with respect to corner lots, the residential structures shall face the front building line as prescribed in the deed of conveyance to each such lot. This restriction is subject to revision by and with the written consent of the Architectural Control Committee, where by reason of the contour of any particular lot, the building cost would

be materially affected by strict compliance with such building line requirements, or where by reason of such contours the appearance of the development would be adversely affected.

Section 2.08 **Fences.** No fence or wall of any kind shall be erected upon the Properties; provided, however, that this restriction may be waived upon the obtaining of written consent and approval of the Architectural Control Committee in the same manner as set forth in Section 2.06 hereof. No chain link fences will be allowed. Only wood fences built on-site (no pre-fabricated panels) will be considered for approval by the Architectural Control Committee.

Section 2.09 **Nuisances.** No nuisance shall be allowed or permitted, nor shall any use or practice with is the source of annoyance to lot owners, or which interferes with the peaceful possession and proper use of the Properties be allowed or permitted. All parts of the Properties shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed or permitted to exist. No latrines or surface toilets shall be permitted upon any of the lots in said subdivision. No trade or commercial activity of any kind (noxious or offensive or otherwise) shall be conducted or permitted upon any lot.

Section 2.10 **Signs and Mailboxes.** No sign of any kind or character shall be displayed to the public view on any lot except the professional sign of a licensed real estate sales broker or agency, advertising the property for sale or rent or signs for temporary use by a builder to advertise the property during construction and/or sales period. This restriction shall not prevent the use of ornamental markers bearing the name and property address of the occupants of each lot. The provisions of this paragraph shall not apply to the Declarant and/or its agents. Said sign shall not be over three square feet (3 sq. ft.) in area. Each home shall have only an approved mailbox which shall be uniform with all other mailboxes in the subdivision and in conformity with plans and specifications furnished by the Architectural Control Committee hereinafter named.

Section 2.11 **Animals.** No pigs, cattle or chickens shall ever be kept on any of the property or lots in said development and no structures for their housing or accommodation shall be erected or maintained thereon. Household pets may not be kept on the premises herein for commercial purposes. No animal shall be allowed to become a nuisance. All pets shall be kept and maintained in a manner consistent with the Animal Control Ordinance of Perry and Houston County, as specified and defined in the Code of Ordinances of the respective municipalities.

Section 2.12 **Rubbish and Dumping.** No lot shall be used or maintained as a dumping ground for rubbish. No garbage or other waste shall be kept on said premises 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, unless otherwise ordered by the Perry Board of Health, or its successors.

Section 2.13 **Outbuildings, etc.** No structures of a temporary character, mobile home, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used any lot at any time as a residence, either temporarily or permanently, unless approved by the Architectural Control Committee. All outbuildings shall be constructed of materials that are consistent with the quality, appearance and workmanship of the main dwelling. No above ground swimming pools shall be permitted, unless approved by the Architectural Control Committee. No dwelling constructed on any lot in said subdivision shall be occupied or used for residential purposes until it shall have been substantially completed. The determination of whether or not a house shall have been "substantially completed" shall be made by the City of Perry upon issuance of a Certificate of Occupancy.

Section 2.14 **Antenna.** No outside radio or television antennas, satellite dishes, nor any window air-conditioning units that may be visible from any street or roadway will be permitted. No antenna shall be installed or used for the purpose of transmitting electronic signals.

Section 2.15 **Clotheslines.** No outside clotheslines shall be placed on any lot.

Section 2.16 **Basketball Goals.** No basketball goals of any type, including portables, are to be erected in front yards of any lots. The playing of basketball on subdivision streets using portable basketball goals, etc. is prohibited.

Section 2.17 **Vehicle Parking.** No non-operative automobile, truck, boat, trailer or recreational vehicle, camper or other vehicle shall be parked or left on any portion of the Properties or the streets adjoining the properties. No boat, trailer, recreational vehicle, camper, truck (other than a pickup truck) shall be parked or left on any portion of the Properties other than an area which may be designated for such purpose by the Declarant. None of the aforesaid vehicles shall be used as a living area while located on any portion of the properties, nor shall any of the aforesaid vehicles be repaired or services on any portion of the properties. No vehicles shall be parked on any street in the subdivision.

Section 2.18 **Drainage.** On those lots having a drainage ditch or ditches, whether natural or man-made, said ditch shall not be altered, covered or diverted so as to cause damage to an adjoining lot. Such ditch, or ditches, may however, be enclosed with culvert pipe of size, capacity and installation approved by the city or county engineer provided that such enclosure does not increase the volume of water normally flowing into said ditch or ditches, or so concentrate such flow of water as to cause damage to any other property owner or owners with such subdivision. It shall be the property owner's responsibility to maintain all drainage ditch or ditches within lot boundaries of said property owner.

Section 2.19 **Public Sidewalks.** Public sidewalks will be required along the street.

Section 2.20 **Declarant's Right to Transfer.** Declarant shall have the right to dedicate or transfer all or part of the property, designated drainage, and utility and maintenance easement to any public agency authority or utility for the beneficial purpose of the property owners as a whole.

Section 2.21 **Sales Period.** Notwithstanding any provisions contained herein to the contrary, it is expressly permissible for Declarant to maintain upon any portion of the Properties such facilities as Declarant, in its sole opinion, shall deem required, convenient or incidental to the construction and sale of lots including, but not limited to, model residences, construction offices, sales offices, and business offices.

Section 2.22 **Easements** There is reserved to the undersigned, its successors and assigns, a perpetual easement for purposes of installation, maintenance and repair as shown upon the aforesaid plat. Said easements shall be maintained in such a manner as to provide for open access and shall not in any way be enclosed. All lots of said subdivision are subject to easements of record in the Clerk's Office, Houston Superior Court.

Section 2.23 **Duty of Maintenance.** Owners and occupants (including Lessees) or any part of the subdivision shall jointly and severally have the duty and responsibility, at their sole cost and expense, to maintain any and all buildings, improvements and grounds so owned or occupied in the subdivision in a well maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to the following:

- (a) Prompt removal of all litter, trash, refuse, non-permitted vehicles and wastes;

- (b) Lawn mowing;
- (c) Tree and shrub pruning;
- (d) Keeping lawn and garden areas alive, free of weeds and attractive;
- (e) Watering;
- (f) Keeping parking areas, driveways and roads in good repair;
- (g) Complying with all government health and police requirements;
- (h) Repainting of improvements; and
- (i) Repair of exterior damage to improvements.

ARTICLE III

ASSESSMENTS

Section 3.01 Covenants for Assessments. With the exception of Declarant and any general contractors, each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to either the Declarant or Legacy Park Homeowners Association, Inc., (the "Association"), a corporation to be organized and exist under the Non-Profit Corporate Code of the State of Georgia, those several and specific assessments hereafter set forth. The Association shall be formed at such time as 80% of the lots in the Subdivision are sold and residential homes are constructed thereon with occupants. Any and all lots owned by Declarant and/or any general contractor shall not be subject to the authority and control of the Association, but shall still be subject to the provisions of these Protective Covenants. The following general and special assessments shall be managed by Declarant until the formation of the Association.

The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the property and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall be also the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them; however, same shall continue to be a charge on the property.

(a) **Special Assessment.** A one-time special assessment in the amount of **\$175.00** shall be paid by the purchaser upon the conveyance to Owner of any lot in the Subdivision from the Declarant or any general contractor. There shall be exempt from this assessment any conveyance to a general contractor engaged in the business of

residential construction who does not intend to occupy the property conveyed. The assessment shall be held and invested by the Declarant for the purposes and uses hereinafter set forth.

(b) **Annual Assessments.** Until the formation of the Association as referenced above, there shall be an annual assessment in the amount of **\$120.00** per year, due and payable to Declarant on January 1st of each year. This assessment shall be imposed on each owner of a non-vacant lot in the Subdivision, except for Declarant and any general contractor who does not reside in the Subdivision. At the closing of the conveyance to Owner of any lot in the Subdivision from the Declarant or any general contractor, Declarant shall collect from Owner the first two annual assessments in advance, the first year to be prorated as of the calendar day of closing. This means that at closing Declarant shall collect \$120.00 prorated for the calendar year of closing (33 cents per day for the remainder of the calendar year) plus \$120.00 for the following calendar year, to be paid in advance at closing. After formation of the Association, it shall then be responsible for setting the dollar amount of the annual assessments, and shall be responsible for collection of same.

(c) **Purpose of Assessments.** The assessments levied and collected pursuant to this paragraph shall be used exclusively for the purpose of promoting the comfort, health, safety and welfare of the owners of lots in the Subdivision, and for the payment of the costs of maintenance and operation of the Subdivision's improvements (including without limitation thereto the cost of grounds maintenance, construction and operation of any recreational facilities available to all residents in the Subdivision, maintenance and repair of the common areas, the entrance sign, stop and street signs, light posts, landscaping, and fence maintenance), and the costs of the Association.

(d) **Owner's Personal Obligation for Payment of Assessments.** The assessments provided for herein shall be the personal and individual debt of the owner(s) of the property covered by such assessments. In the event of default in the payment of any such assessment, the owner(s) of the property shall be obligated to pay interest at the rate of fifteen percent (15.0%) per annum on the amount of the assessment from the due date thereof, together with all costs and expenses of collection, including reasonable attorney's fees.

(e) **Assessment Lien and Foreclosure.** All sums assessed in the manner provided in this section but unpaid, shall, together with interest as provided herein and the cost of collection, including attorney's fees as hereinafter provided, thereupon become a continuing lien and charge on the property covered by such assessment, which shall

bind such property in the hands of the owner(s), and his heirs, devisees, personal representatives, and assigns. The aforesaid lien shall be superior to all other liens and charges against the said property, except only for tax liens and all sums unpaid on a first mortgage lien or first lien security deed of record, securing in either instance sums borrowed for the acquisition or improvement of the property in question. The Declarant/Association shall have the power to subordinate the aforesaid assessment lien to any other lien. Such power of subordination shall be entirely discretionary with the Declarant/Association. To evidence the aforesaid assessment lien, the Association shall prepare a written notice of assessment lien setting forth the amount of the unpaid indebtedness the name of the owner(s) of the property covered by such lien and a description of the property. Such notice shall be signed by the Declarant or one of the officers of the Association and shall be recorded in the office of the Clerk of Superior Court of Houston County, Georgia. Such lien for payment of assessments shall attach with the priority above set forth from the date that such payment becomes delinquent as set forth herein and may be enforced by the Declarant/Association in like manner as a security deed on real property subsequent to the recording of a notice of assessment lien as provided above, or the Declarant/Association may institute suit against the owner(s) personally obligated to pay the assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or not judicial, the owner(s) shall be required to pay the costs, expenses and reasonable attorney's fees incurred. The Declarant/Association shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any mortgagee holding a prior lien on any part of the Subdivision, the Declarant/Association shall report to said mortgagee any unpaid assessments remaining unpaid longer than thirty (30) days after same are due.

(f) **Special Assessment for Street Lighting.** If the costs for street lighting within the Subdivision cannot be billed to each Owner by the utility provider, each Lot Owner (excluding Declarant) shall be assessed a prorated portion of the actual cost incurred for utility services for the lighting of the public streets and ways in the Subdivision. Each such Owner shall pay a proportionate share of the actual cost of such street lighting as determined by the ratio of the number of Lots owned by such Owner and the total number of Lots within the Subdivision owned by all Owners other than Declarant.

ARTICLE IV

GENERAL PROVISIONS

Section 4.01 Enforcement. Any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so hereafter.

Section 4.02 Servability. Invalidation of any one of these covenants or restrictions by judgment or Court Order shall in no wise affect any other provisions, which shall remain severable and in full force and effect.

Section 4.03 Term and Amendments. The covenants and restrictions of this declaration shall run and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless, at any time within any extension period an instrument is signed by a majority of the then owners of the lots, and placed on record, agreeing to change said covenants in whole or in part. Any such change, however, shall conform to the regulation of any governmental authority, which may then exist regulating the use of the land. Declarant reserves unto itself the right to amend the provisions of this Declaration, or waive any provision hereof, at any time without approval of the lot owners until such times as the Declarant has sold and conveyed all lots in the development, so long as the amendment or waiver would not, in the sole discretion of Declarant, adversely impact other lot owners in the Subdivision. Thereafter, these covenants can be amended only with the written consent of a majority of the property owners in the Subdivision at the time of the proposed amendment.

THIS AGREEMENT shall be binding upon and shall insure to the benefit of the undersigned, its successors and assigns, and upon and between the several assigns of properties subjected hereto and upon the terms and conditions hereof.

IN WITNESS WHEREOF, the undersigned acting by and through its duly authorized officers and agents, has caused this instrument to be executed in their behalf and their seal to be hereto affixed this 23rd day of June, 2016.

Signed, sealed and delivered
before me this 23rd day of
June, 2016.

CENTERVILLE DEVELOPMENT CO., LLC

Witness

By: _____
Title: *As its Vice President*

(SEAL)

Notary Public

Signed, sealed and delivered
before me this 23rd day of
June, 2016.

MORRIS BANK

Witness

By: _____
Title: _____

(SEAL)

Notary Public