

New Evergreen Church Road Subdivision  
Restrictive Covenants  
Laurens County, GA

1. All lots, unless otherwise designated on recorded plat, shall be known, described and used solely for residential purposes. Property owners will be expected to keep lots and exterior improvements neat and attractive at all times.
2. The heated floor area of any residence exclusive of porches, garages, unfinished basements and attics, shall not be less than one thousand eight hundred (1,800) square feet. Each home shall have a two car garage.
3. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be, or may become, an annoyance to the neighborhood.
4. Residential exteriors may be finished with brick, stucco, stone, siding, painted or stained wood or similar attractive materials, and asphalt siding and unpainted metals are expressly prohibited. All dwellings must be completely finished before they are occupied. Concrete blocks used above the ground must be painted on all exterior sides. Bricks must be eight (8) inches or standard brick, and no Norwegian brick, thrift brick nor jumbo brick shall be used in the exterior construction on said dwelling.
5. The residence shall be constructed on each lot in the property shall be completed in good and workmanlike manner, and shall be completed within twelve (12) months after the beginning of the framing for construction. No improvements which have been partially or totally destroyed by fire or other catastrophe shall be allowed to remain on any lot in the property for more than three (3) months after such destruction or damage.
6. Mobile homes, modular homes and offsite manufactured homes are specifically excluded as a residence or dwelling and not allowed on the lots included herein.
7. No signs of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than three (3) square feet advertising property for sale or rent, or signs used by the Declarant and builders to advertise the property during the construction and sales periods.
8. No poultry or swine of any kind, including, but not limited to: pigs, chickens, goats, sheep, emus, etc. shall be raised, bred or kept on any portion of the property for any purpose, commercial or otherwise. Dogs and cats will be allowed.
9. No lot shall be used or maintained as a dumping ground for garbage and rubbish. All trash, garbage or other waste shall be kept in a clean and sanitary condition. Any trash, garbage or other waste containers shall conform to all standards of the Georgia Department of Public Health and applicable County regulations.
10. Under no circumstances shall any non-operable motor vehicles, trailers, etc. be allowed to remain on the premises for more than thirty (30) days; it being the intention of this provision to prevent the storage or parking of junked automobiles, trucks, trailers or other motor vehicles on the premises.
11. Any lots that are re-subdivided must contain a minimum of three (3) acres, have county road frontage and meet all valid rules and regulations of Laurens County. Only one (1) residence is allowed per three acre lot.
12. These protective covenants are to run with the land and shall be binding on all parties and all persons claiming under them until September 23, 2016, at which time said Protective

Covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of a majority of the then owners of the lots, it is agreed to change the Protective Covenants in whole or in part. If the owners of any of the lots in this property or any of their heirs or assigns shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situate in said development or property to prosecute or proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so, or to recover damages or other redress of such violation and this provision shall be cumulative with, and not restrictive of rights provided by law.

13. Only the seller or its designated representative, if any, shall have the absolute right and discretion to amend, change or waive a particular restrictive covenant that is a bona fide hardship with respect to a particular lot owner due to soil conditions, topography, forestry considerations, building type, or building conditions. Notice of any proposed requests shall be in writing and a new copy given to any adjoining property owners. For a period of ten days from the date the seller or its designated representative are given notice, the adjoining property owners shall have the opportunity to submit written comments or objections to such requests. At any time during the following fifteen days after the ten day period, the seller or its designated representative shall have the absolute right and discretion to amend, change or waive a particular restrictive covenant that, in the seller's or the designated representative's judgment has imposed an undue hardship or burden on a particular lot owner. In the event of the dissolution of the seller, its designated representatives, if any, or its successors shall have all rights and powers accorded under this paragraph.
14. All additional structures located on any lot, including storage houses, pool houses, etc. shall be similar in structure or architecturally compatible to the main structure and shall compliment the main structure. No metal storage buildings shall be placed on said property.
15. The land owner, its designated representative, or its successor, shall not be liable in damages to anyone submitting proposed hardship changes, amendments or modifications to any owner of a lot affected by this Declaration by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with approval or disapproval or failure to approve or disapprove any such hardship requests. Every person or entity who submits hardship requests for approval agrees, by submission of same, and every owner of a lot agrees, that he will not bring any suit or action against the land owner, its designated representative, or its successor to recover any such damages and does expressly waive any right or privilege to seek any such damages.
16. The covenants and restrictions contained in this instrument shall be enforceable by any owner of any lot concerned until their lawful expiration, and any owner of any such lot may take action at equity or law against any person violating the same, to secure a restraining order, injunction, damages and/or other legal and equitable relief and remedies.
17. Invalidation of any one of these Protective Covenants by judgment of Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

Buyer: \_\_\_\_\_

Buyer: \_\_\_\_\_

New Evergreen Church Road Subdivision  
Amendment to Restrictive Covenants  
Laurens County, GA

1. All lots shall be for one single family private dwelling with customary outbuildings with no structure being used for any type of business or commercial enterprise other than agriculture.
2. No building shall be erected on any lot to be used as a school, church or kindergarten.
3. No single-wide mobile home shall be permitted on any lot.
4. No temporary house, shack, tent or trailer shall be erected on any lot .
5. Any modular home placed on any lot must be underpinned within six (6) months of placement with a material brick, stone, masonry or such material approved by developer.
6. Any factory built home placed on any lot may not be older than five (5) years from the date of placement on any lot, unless approved by the developer.
7. Any relocated home place from one lot to another must be approved by the developer, prior to placement on any lot.
8. Any home erected on any lot or any factory home placed on any lot shall have dimensions of at least twenty-four (24') feet by forty (40') feet and contain a minimum of nine hundred sixty (960 sq ft) square feet of indoor heated area. Any square footage contained in any additions to any factory built home shall not count towards the stated square footage minimum. No two single wide mobile homes may be joined together to meet the square foot minimum requirements.
9. No accumulation of discarded personal effects, debris, waste, garbage or other unsightly objects or matter will be permitted on any lot.
10. No junk vehicles or parts of same shall be permitted on any lot. Any motor vehicle parked or placed on any lot must be registered and licensed.
11. No livestock or other animals may be raised or kept for commercial purposes on any lot. All swine are specifically prohibited, even if regarded as a pet. No more than two large animals (horses or cattle) are permitted per acre on any lot. Notwithstanding the above described restriction, cattle and horses raised on any lot may be sold, provided that the two animals per acre limit is observed.
12. No dwelling shall be nearer than seventy (70') feet from the road right of way or thirty (30') feet from a side line or fifty (50') feet from a rear line of any lot.
13. All structure erected shall be completed within one (1) year of when work begins on any lot.
14. No timber may be cut for a timber sale on any lot without permission of developer.