

DECLARATION OF COVENANTS  
AND RESTRICTIONS  
FOR EVERHILL

BOOK 286 PAGE 481

THIS DECLARATION is made as of the 15th day of July, 1983, by The Equitable Life Assurance Society of the United States, a New York Corporation (hereinafter called "Developer").

WITNESSETH:

WHEREAS, Developer owns certain lots and blocks of lots and surrounding properties located in Land Lot 39 of the 6th District of Fayette County, Georgia which property is more particularly shown on that certain plat of survey of Everhill Subdivision recorded in Plat Book 14 at pages 54-55, Fayette County, Georgia records (hereinafter referred to as the "Property") and

WHEREAS, Developer desires to establish certain covenants and restrictions pertaining to the use and enjoyment of the Property;

NOW THEREFORE, for and during the term hereof, as hereinafter stated, be it hereby declared that the Property is subjected to the covenants, conditions and restrictions as follows:

1. Without specific written approval from Developer no portion of the Property shall be used except for residential purposes.

2. No alterations shall be made to any lot until site plans are approved by Developer, who shall have the right to establish and amend procedures and standards to guide its review of site plans. In particular, no clearing or grading shall take place until Developer has approved site plans.

3. No building, structure, alteration, addition, or improvement of any character other than interior alterations not affecting the external appearance of a building or structure shall be constructed upon any lot unless and until a plan of such construction shall have been approved by Developer. Developer shall have the right, but not the obligation, to establish and amend design review procedures and standards to guide the enforcement of these provisions. Plans shall be judged as to quality of design and materials, harmony of external design with surrounding structures or with the planned character of the neighborhood, location with respect to topography and finished grade elevation, the effect of the construction on the view from surrounding property and all other factors which will in Developer's opinion affect the desirability or suitability of the construction. As a minimum, final plans and specifications shall show the nature, kind, shape, height, materials, basic exterior finishes and colors, location, floor plans, and elevations of the proposed structure.

4. No house shall be constructed on any lot having an enclosed heated area, exclusive of the garages, porches and basements, of less than 1,500 square feet.

5. The exterior of all structures must be completed within one (1) year after the construction of same shall have commenced (building permit date), except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fire, national emergency, or natural calamities.
6. No fence or wall of any kind shall be erected, begun, or permitted to remain upon any portion of any lot unless and until plans are submitted to and approved by Developer, its agents, successors, or assigns.
7. Without specific written approval from Developer no sign may be displayed to the public view on any lot except for temporary signs not exceeding four square feet advertising the property for sale or rent. All signs must be professionally prepared.
8. No lot shall be subdivided in any way for sale, resale, gift, transfer, or other purposes, except with the written approval of Developer.
9. No boat trailer, house trailer, trailer, or any similar items shall be stored or parked on any lot except within an approved enclosed garage or carport. In addition, no automobiles, trucks, or other motorized vehicles may be kept outside a garage unless such vehicles have up-to-date licenses. Boats and recreational vehicles must be stored in enclosed garages or carports.
10. No trees having a circumference of six inches (6") or greater (measured at a point 12" above ground level) shall be removed from any lot without written authorization from Developer, who may adopt and promulgate rules and regulations for the preservation of trees and other natural resources upon the lot. Developer may also designate certain trees, regardless of size, as not removable without written authorization.
11. During the course of construction on any lot, no temporary building, trailer, garage, or structure shall be used, temporarily or permanently, as residence.
12. No lumber, metals, bulk materials, refuse, trash, or other similar materials shall be kept, stored, or allowed to accumulate outside the buildings on any lot except during the one-year any construction period (during actual construction). In addition, during construction the building materials on any lot shall be placed and kept in an orderly fashion. Specifically, any lot on which construction is in progress shall be policed prior to each weekend; during the weekend, all materials shall be neatly stacked or placed, and any trash or waste materials shall be removed.
13. Prior to the occupancy of a residence on the lot, proper and suitable provision shall be made for the disposal of sewage by connection with the sewer mains of Georgia Utilities Company, or any other company providing such services.
14. No fuel tanks or similar storage receptacles may be exposed to view; such receptacles must be installed within the main dwelling, an accessory building, a screened area, or buried underground. Any exterior installation is subject to Developer's approval. No auxiliary devices (such as TV antennas) shall be mounted upon any elevation of the dwelling (including roof) which faces a public street.

15. Landscaping shall be installed by the successor to Developer in title to any lot in accordance with the approved landscaping plan within sixty (60) days of the issuance of the Occupancy Permit by Peachtree City, in default of which Developer shall have the right, but not the obligation, to enter upon the site and install said landscaping, any and all costs incurred thereby becoming due and payable by such successor in title within five (5) days after receipt of written notice therefor.

16. Each lot shall at all times be kept in a clean and well maintained condition. All landscaped areas shall be well groomed and maintained at all times. No building or structure shall be permitted to fall disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event of damage or destruction to any such building or structure, such building or structure may be repaired or reconstructed in accordance with previously approved plans and specifications. In the event the owner of any lot elects not to repair or reconstruct, then such owner shall within ninety (90) days of such damage or destruction remove the structure, grade the property, and return same to a clean and well maintained condition. Should such owner fail to begin reconstruction or removal within such ninety day period, Developer shall have the right, privilege and license, but not the obligation, to enter upon the site, remove such damage or destroyed structure, and grade the site at the owner's expense. Any such expense incurred by Developer within five (5) days after written demand therefor.

17. Nothing herein contained shall be construed to prevent the erection or maintenance by Developer, or its duly authorized agents, of such signs as may be necessary or convenient to the development, sale, operation, or other disposition of Developer's property within Peachtree City.

18. The approval of plans or specifications submitted for approval as herein specified for use on any lot shall not be deemed to be a waiver of the right of the Developer to object to any of the features or elements embodied in such plans or specifications, if or when the same features or elements are embodied in any subsequent plans and specifications submitted for approval as herein provided for use on other lots.

19. Developer shall have the power and authority to approve or disapprove the plans and specifications and site plan, and the approval of said plans and specifications and site plan may be withheld not only because of the non-compliance with any of the specific conditions, covenants and restrictions contained herein, but also because of the reasonable dissatisfaction of Developer with the grading plan, location of the structure on the site, the finished ground elevation, the color scheme, finish, design, proportions, architecture, shape, height, style, and appropriateness of the proposed structure or altered structures, materials used therein, the kind, pitch, or type of roof proposed to be placed thereon, the planing, landscaping, size, height, or location of trees on the site, or because of its reasonable dissatisfaction with any or all other matters or things, which, in the reasonable judgment of Developer, will render the proposed improvements inharmonious or out of keeping with the general plan of improvements erected on other lots.

20. The failure of Developer or its successors or assigns to enforce any covenant, condition, or restriction shall in no event

be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other covenant, condition, or restriction.

21. Every person who now or hereafter owns or acquires any right, title, estate, or interest in or to the Property or any portion thereof is and shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in said lot or any portion of the site.

22. Developer may, from time to time, at any reasonable hour or hours, enter upon and inspect any lot in Everhill Subdivision for the purpose of ascertaining compliance herewith.

23. For purpose of these restrictions, any written consents or approvals may given by such person or entity as the Developer may from time to time designate in writing, which designation will be filed in the public records maintained by the Clerk of the Superior Court of Fayette County, Georgia and which will be effective until the same is revoked in like manner.

DEVELOPER SHALL NOT BE LIABLE TO ANY PERSON WHOMSOEVER FOR ANY VIOLATIONS OF THESE RESTRICTIONS AND DEVELOPER DOES NOT WARRANT TO ANYONE THAT THESE RESTRICTIONS WILL BE ENFORCED AS TO ANY PROPERTY TO WHICH THIS DECLARATION IS APPLICABLE. THE INITIATION OF ENFORCEMENT ACTION FROM TIME TO TIME BY DEVELOPER OF THE ABOVE RESTRICTIONS WILL BE FOR ITS SOLE BENEFIT AND CONTROL AND DEVELOPER SPECIFICALLY DISAVOWS ANY OBLIGATIONS, IMPLIED OR OTHERWISE, TO MAINTAIN OR ENFORCE THESE RESTRICTIONS; HOWEVER THIS SHALL NOT PRECLUDE OR PREVENT THE OWNER OF ANY PORTION OF THE PROPERTY FROM BRINGING SUCH ACTION AS IT DEEMS NECESSARY IN ORDER TO ENFORCE THESE RESTRICTIONS AGAINST ANY PARTY IN VIOLATION THEREOF OTHER THAN DEVELOPER.

Invalidation of any of the foregoing restrictions, or any part thereof, by judgement or court order, shall in nowise affect any of the other restrictions which shall remain in full force and effect. Said restrictions shall be covenants running with the land and shall be binding on all owners and occupants of all or any portion of the Property for a period of twenty (20) years from the date hereof.

IN WITNESS WHEREOF, this document has been executed and sealed as of the day and year first above written.

Signed, Sealed and Delivered in our Presence:

THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES

*Dorinda Brown Reese*  
Witness

By: *James L. Bates*  
Its: Assistant Vice President

*Michael J. Alexander*  
Notary Public  
Fayette County, Georgia

(Corporate Seal)  
THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES

Fayette County Superior Court  
Aug 19 1983  
12:00 A  
1983  
W.A. Baller  
Clerk