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FILED & RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA.

1987 JAN 27 AM 11:38

GARY R. YATES, CLERK

STATE OF GEORGIA
COUNTY OF GWINNETT

THIS DECLARATION OF PROTECTIVE COVENANTS, made and published this 8th day of July, 1987, by Momack Industries Inc., a Georgia corporation.

WITNESSETH

That, whereas, said corporation is the owner of the subdivision known as Brandon Acres and being a subdivision of all those certain lots, tracts and parcels of land situated, lying and being in Gwinnett County, Georgia and being further described in Exhibit "A" herein attached.

WHEREAS, it is to the interest, benefit and advantage of Momack Industries Inc., and to each 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 premises and of the benefits to be derived by Momack Industries Inc., and each and every subsequent owner of any of the lots in said subdivision, said Momack Industries Inc., do hereby set up, establish, promulgate and declare the following protective covenants to apply to all of said lots 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 Momack Industries Inc., until 2007 at which time said covenants may be extended or terminated in whole or in part as hereinafter provided, to wit:

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached, single family dwelling and a private garage for not more than two cars.

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2. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plan and specifications and a plan showing location of structure have been approved by Gwinnett County Building Department. No fence or wall shall be erected, placed or altered on any lot nearer to the street than the minimum building set-back line. Any fence erected, placed or altered on any lot must be constructed of wood products. Minimum height of any said fence shall be four foot high with a maximum height not to exceed eight feet. No metal chain link fences will be constructed.

3. DWELLING, QUALITY AND SIZE. It is the intention and purpose of the covenant to insure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that generally obtainable in the immediate area. No cedar siding or like material homes will be constructed. The area of the main structure of any dwelling, exclusive of open porches and garages, shall not be less than fifteen hundred (1,500) square feet.

4. BUILDING LOCATION. No building shall be erected on any lot nearer to the front line or nearer to the side street line than the minimum building set-back lines shown on the recorded plat.

5. NUISANCE. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any lot as a residence either permanently or temporarily.

7. MOBILE HOMES. No mobile homes or house trailers shall be placed on any lot at any time. Also included within this covenant no recreational vehicle of any kind nor any boat may be placed on any lot on a permanent basis.

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8. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than nine (9) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

9. MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted on any lot.

10. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pet may be kept provided they are not kept, bred, or maintained for any commercial purpose.

11. GARBAGE AND REFUSE DISPOSAL. No lot shall be used and maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers.

12. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the governing Gwinnett County Departments. No incinerators or other equipment for the storage or disposal of any form of waste may be kept on any lot at any time.

13. TERM. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants 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 said covenants in whole or in part.