

Andrew J. Kilpatrick, II
Kilpatrick & Folk
246 Davis Rd.
Augusta, Ga. 30907

STATE OF GEORGIA

COUNTY OF RICHMOND

PROTECTIVE COVENANTS

THIS DECLARATION OF PROTECTIVE COVENANTS, made and published this 27TH day of May, 2003, by Nordahl & Company, Inc., a corporation organized and existing under the laws of the State of Georgia, as the owner of those properties hereinafter described and for the purposes as more full set forth.

WITNESSETH

THAT WHEREAS, Nordahl & Company, Inc., is the owner of those certain lots, tracts or parcels of land located in Richmond County, Georgia which has been developed into residential subdivision known as **PINEHURST SUBDIVISION**, being known and numbered as Lots 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, Block A; Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21, Block B, all of Section Two, Pinehurst Subdivision on a plat prepared for Nordahl & Company, Inc. by Southern Partners, Inc., last revised March 31, 2003 and recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia in Realty Book 854, page 1252.

WHEREAS, it is to the interest, benefit and advantage of the Owner, and to each and every person who shall hereafter purchase and take title to 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 the benefits to be derived by the Owner and each and every subsequent owner of any of the lots in said subdivision, the Owner does 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; and these Protective Covenants shall become effective immediately, shall run with the land, and shall be binding on all persons claiming under and through the Owner for twenty (20) years from the date of filing for record hereof, at the expiration of said time said Protective Covenants may be extended or terminated as hereinafter provided.

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 not to exceed two and one-half stories in height, a private garage for not more than two (2) cars, and structures for recreation ancillary to said single-family usage or storage of lawn, garden or landscaping tools and related materials and supplies.

2. (a) ARCHITECTURAL CONTROL: No building, fence or other structure of any nature shall be erected, placed or, if existing, altered on any lot unless the proposed construction plans, specifications, and plot plan showing location of the structure 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.

(b) WAIVER: The Architectural Control Committee may, at its sole and controlled discretion, at any time and from time to time, waive any one or more requirements which said Committee is authorized to impose according to the provisions of these Protective Covenants regardless of whether such requirements appear expressly or by fair and reasonable implication or inference from such provisions; and the exercise of such waiver need not be evidenced in writing.

3. DWELLING COST, QUALITY AND SIZE: No dwelling shall be permitted on any lot at a cost of less than Fifty Thousand and no/100, based upon cost levels prevailing on the date these Protective Covenants are filed for record, it being the intention of purpose of these Protective Covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these Protective Covenants are filed for record at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 900 square feet for a one-story dwelling, nor less than 750 square feet for a dwelling of more than one story.

4. BUILDING LOCATION: No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no dwelling shall be located on any lot nearer than 25 feet to the front line. Exception is taken as to tabs at intersection and the minimum building line shall control as shown on the subdivision plat. No building shall be located nearer than 10 feet to an interior lot line, except that a 10 foot set back from the rear lot line shall be required for a garage or other permitted accessory building. This could be as much as 20 feet. See individual survey. No dwelling shall be located on an

interior lot nearer than 20 feet to the rear lot line. For the purpose of the covenants, eaves, steps, carports, garages and open porches shall not be considered as a part of a building. The restrictions in this paragraph may be reasonably modified on any lot by developers if said modification does not materially affect the property owners taking under and subject to these covenants.

5. LOT AREA AND WIDTH: Lots may be enlarged, diminished, altered, resubdivided, combined or divided, provided that in such enlargement, diminution, alteration, resubdivision, combination or division, the resulting lot or lots shall not have an area of less than 5,000 square feet and such resulting lots shall be subject to the restrictions set forth herein and the minimum building setback line set forth on aforesaid plat, and any easement, restriction or reservations on the original lots shall not be applicable to the resulting lots as said easements, restrictions, or reservations were originally set forth, but shall be applicable to the resulting lots as such lots are revised. The resulting lots or the use thereof shall not be deemed a violation of the Protective Covenants set forth in this instrument, if such resulting lots or the use thereof comply with the restrictions set forth herein.

6. EASEMENTS: Easements for installation, repair and maintenance of utilities and drainage facilities are reserved as indicated on the aforesaid plat of said subdivision. Drainage flow shall not be obstructed nor be diverted from drainage or utility easements as designated above or on said plat.

7. NUISANCES: 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.

8. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. The owner, construction contractors and real estate agents may, on a lot or lots, erect, occupy and use temporary structures and mobile homes.

9. MAILBOXES AND SIGNS: No mailbox, as well as its posts, pedestal or stand, shall be erected on any lot unless the design, specifications and location of the same have received prior approval of the Architectural Control Committee. No sign shall be erected or maintained on any lot by anyone including, but not limited to, a lot owner, a realty, or a contractor or subcontractor, without the written permission of the Architectural Control Committee or as may be required by legal proceedings. In granting such permission, the Architectural Control Committee reserves the right to specify the size, color and content of any such sign. Likewise, one sign of not more than four square feet, to be used by a contractor only during the construction period of the main dwelling structure or accessory structures on a lot, is permissible.

10. OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted

upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

11. 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 pets may be so kept provided that they are not kept, bred, or maintained for any commercial purpose and do not constitute a nuisance and are contained by a fence.

12. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept only 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.

13. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and a line connecting them at points twenty-five (25) feet from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

14. ARCHITECTURAL CONTROL COMMITTEE: Membership: Persons (and the present mailing address of each) constituting the membership of the Architectural Control Committee are:

J. RUSSELL NORDAHL, JR., A. NATHAN YOUNGBLOOD, JR., JOSEPH B. CROFT, AND ARTHUR H. BEITZEL 3683 WHEELER ROAD, SUITE A&B, AUGUSTA, GA. 30909.

(a) A majority of the Architectural Control Committee may from time to time designate a representative to act for it. In the event of the death or resignation of any of its members, the Architectural Control Committee shall be authorized to act by and through its remaining members who shall have full authority to designate a successor to fill the existing vacancy.

15. FENCES: No fence of wood, wire or other material shall be built so as to enclose the front yard of any lot. It is intended that no fence shall be nearer to the front property line than the rear of a dwelling. On corner lots the location of homes on lots vary and fence locations must be approved individually by the Architectural Control Committee.

16. CLOTHESLINE: All clotheslines shall be to the rear of lot behind the house.

17. HOBBIES: The pursuit of hobbies or other activities, including without limiting the generality hereof, the assembly and disassembly of motor vehicles and other mechanical devices, which might lead to disordered, unsightly or unkempt conditions, shall not be pursued or undertaken on any lot. No portable or permanent type of sports equipment such as basketball hoops shall be located on any lot where which equipment would be visible from any street without prior written approval of the Architectural Control Committee.

18. SATELLITE DISH ANTENNAS: TV Satellite Dish Antennas shall adhere to the setback requirements for principal structures. No TV satellite dish antenna may be located in any front yard. TV satellite dish antennas may be located in any side yard or rear yard except that no TV satellite dish antenna may be located in any side yard that abuts upon a public or private street.

19. TERM: These Protective 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 they are filed for record, after which time they shall be automatically extended for successive periods of ten (10) years each 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.

20. ADDITION OF OTHER LAND: The Declarant reserves in each instance the right to add additional restrictive covenants in respect to lands subjected in the future to this Declaration or to limit the application of this Declaration to lands subjected to it in the future.

21. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. The Owner, whether jointly and severally shall not be required to undertake the enforcement of the Protective Covenants and in the event of the failure or refusal of the Owner to undertake such enforcement, the Owner shall be held harmless for such failure or refusal.

22. SEVERABILITY: Invalidation of any one or more of these Protective Covenants by judgment or court order shall in no wise invalidate or otherwise affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Owner has caused these presents to be duly executed, the day and year first above written as the date hereof.

Nordahl & Company, Inc.

By: _____
As Its:

Signed, sealed and delivered
In the presence of:

Witness

Notary Public