

**RESTRICTIVE COVENANTS AND STIPULATIONS APPLICABLE TO  
WOOD OAK SUBDIVISION**

GEORGIA, BLECKLEY COUNTY  
FILED AND RECORDED  
2007 JAN 12 PM 12:14

BOOK 324 PAGE 89-93  
*Wendy Bleda deputy*  
BLECKLEY SUPERIOR COURT

The undersigned, being the owners in fee of the property hereby impose the following restrictive covenants and stipulations as a part of each and every deed of conveyance to be made to any lot sold by the undersigned when said subdivision restrictions and stipulations are expressly made a part of said deed and said lot or lots are described therein as part of Wood Oak Subdivision lying and being in Land Lot 145 of the 21<sup>st</sup> Land District of Cochran, Bleckley County, Georgia. These covenants shall run with the land and shall be binding upon the grantees in the deeds, their heirs, administrators, executors, representatives, successors and assigns.

1.

The above described property which is the subject of these restrictions shall be used solely for residential purposes. No structure shall be erected, altered or permitted to remain on said property other than one single residential building for single family residents, in addition to any garages, outbuildings and like structures erected for pleasure and convenience of the occupants of said single residence. No business shall be conducted on any lot within the home or in another building.

2.

No trailer, mobile home, double wide home, motor home, tent, shack, structure, garage, barn or other outbuilding other than the main building shall be erected on any portion of said lot and occupied as a residence, either temporarily or permanently. A temporary structure may be built by the owners for the sale of lots only.

3.

Floor area of the single family residence, exclusive of the porches, garages, basements and attics, shall contain a minimum of 1,700 square feet of heated living area and no residence, garage, or out building on said property shall have an exposed, cement block underpinning which is not covered with another material such as brick,

stone, siding or like exterior material. No such residence shall be constructed at a cost of less than \$90,000 as determined by the cost levels prevailing on the date these covenants were recorded, it being the intention and purpose of these covenants to insure that all dwellings shall be of materials and workmanship of substantially the same or better than that which can be provided on the date these covenants are recorded for the minimum cost stated herein.

4.

No fence or wall other than an ornamental fence or wall or retaining wall shall be erected on said property, and no such fence or wall in excess of four (4) feet in height shall be erected between the building set back line and the street line, and no such fence on any other portion of said property shall exceed six (6) feet in height except with written consent of the property owners immediately adjacent to the property on which such fence is erected. Any swimming pool permanently erected on the property must be fenced.

5.

No building on said property shall be erected nearer to the side lines of such property than ten (10) feet. No dwelling shall be erected closer than thirty (30) feet from the front line of the property.

6.

A parking garage or utility building may be placed on a lot contiguous to a house lot, provided no one occupies these buildings as living quarters. A swimming pool may be constructed on any lot.

7.

So long as any one lot and an adjacent portion, or portions, of an adjacent lot, or adjacent lots, are in one owner, such side line restrictions shall be applicable only to the outside boundaries of the entire tract so owned.

8.

No trade or commercial activity (obnoxious or offensive or otherwise) shall be conducted or be permitted upon said property, nor shall anything be done thereon which may be or become an annoyance or nuisance to a neighborhood. Without limiting the generality, the foregoing, boarding houses, rooming houses, tourist homes, fraternity houses, tea rooms, antique shops, and the business of fortune tellers, clairvoyants, or the like are expressly prohibited on the property to which these restrictions apply.

9.

No sign of any kind or character shall be displayed to the public view on said property except one professional sign of not more than five (5) feet square, advertising property for sale or rent, or signs for temporary use by a builder to advertise the property and the construction and sales. These restrictions shall not prevent the use of ornamental markers bearing the name and property address of the occupant of the property.

10.

No latrine or surface toilets shall be permitted upon said property. No pigs, hogs, cattle, horses, or chickens shall ever be kept on said property, and no structures for their housing or accommodation shall be erected or maintained thereon.

11.

Said property shall not be used or maintained as a dumping ground for rubbish.

12.

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, and shall be located in the rear of the main residence structure.

13.

There is reserved to the City of Cochran, Georgia, and/or the County of Bleckley, its successors and assigns, a perpetual easement for purpose of installation, maintenance and repair as to all sewer lines, both sanitary and storm, water lines and gas lines.

14.

Each lot owner shall have the responsibility of constructing a driveway from the subdivision road to the lot owner's residence and said driveway shall be paved with asphalt or concrete.

15.

Should any lot owner in said subdivision, his heirs, administrators, executors, or assigns violate or attempt to violate any of the within covenants, it shall be lawful for the Grantors or any other lot owner situated in said subdivision to proceed at law or in equity against the person or persons violating or attempting to violate any one of the within covenants for the purpose of preventing him or her or them from so doing, and to recover damages for such violation and to receive specific performance of any covenant or stipulation herein. These subdivision restrictions shall extend until January 7, 2027, and shall be automatically extended for successive periods of ten (10) years, unless within sixty (60) days prior to January 7, 2027, a majority of the then recorded base fee lot owners in this subdivision shall execute and record a declaration of their desire to change the foregoing covenants in whole or in part, specifying in such declaration the changes agreed upon and the instrument is filed of record in the appropriate county.

16.

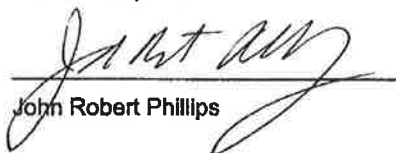
Invalidation of any one of the foregoing covenants by judgment or any other court decree shall in no way effect any of the other provisions hereof, all of which shall

remain in full force and effect. Failure by any party to bring an action to enforce these covenants or any violation thereof shall not constitute an waiver of any future or any subsequent violations or non-compliance.

IN WITNESS WHEREOF, the undersigned have caused this declaration to be executed on this 8<sup>th</sup> day of January, 2007.



Leo L. Phillips, Jr.

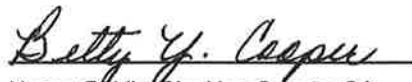


John Robert Phillips

Sworn to and subscribed before me,  
this 8<sup>th</sup> day of January, 2007.



Witness



Notary Public, Bleckley County, GA

My Commission Expires: 5-17-2010

NOTARIAL SEAL