

PROHIBITIVE COVENANTS

1942-1943

RESIDENTIAL COVENANTS
OF
ROSELY REALTY COMPANY

ROSELY, HAWKINS COUNTY, GEORGIA

- A. All lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed, or permitted to run in any residential building plot other than one detached single-family dwelling on a private garage for not more than two (2) cars.
- B. No building shall be erected, placed, or altered on any lot in plot in this subdivision until the building plans, specifications, and plot plan for the location of such building have been approved in writing by a majority of a committee composed of Edward J. Miller, Chas. W. Powers and the Mayor of Rosely, or their authorized representative, for conformity with the layout of streets, or their authorized representative, in the subdivision, and as to location of the building setback lines and building setback lines. In the case of the death of any member or member of said committee, the surviving members or member shall have authority to approve or disapprove such design or location. If the aforesaid committee or their authorized representative fails to approve or disapprove such design and location within thirty (30) days after plans have been submitted to it, or if no suit to enjoin the erection of such building, or the making of such alterations, has been commenced prior to the completion thereof, such approval will not be required. Said committee or their authorized representative shall act without compensation. This committee shall act until July 1, 1943, at which time the then record owners of a majority of the lots which are subject to the covenants herein set forth in writing, duly recorded upon the land records, their authorized representative or thereafter shall have all the powers, subject to the same limitations, as were previously delegated herein to the aforesaid committee.
- C. No building shall be located on any residential building plot so near than twenty (20) feet to the front lot line, nor nearer than ten (10) feet to any side street line. No building, except a garage or other outbuilding located twenty-five (25) feet or more from the front lot line, shall be located nearer than five (5) feet to any side lot line.
- D. No residential structure shall be erected or placed on any building plot, which plot has an area of less than four thousand (4,000) square feet for a width of less than fifty (50) feet at the front building setback line.
- E. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- F. No persons of any race other than the Caucasian shall use or occupy any building on any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.
- G. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
- H. No dwelling costing less than Three Thousand Dollars (\$3,000.00) shall be permitted on Shippoo-Hill Drive and no dwelling costing less than Four Thousand, Five Hundred Dollars (\$4,500.00) shall be permitted on Woodland by an Woodland Circle.
- I. A three - (3) foot easement is reserved on and over all lots for the installation and maintenance of utility lines.
- J. These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1965, at which time said covenants shall be automatically extended for successive periods of ten years unless, by a vote of the majority of the then owners of the lots, it is agreed to change the said covenants in whole or in part.
- K. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and without to prevent him or them from so doing or to recover damages or other dues for such violation.
- L. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.