

DOCH# 001319  
FILED IN OFFICE  
06/07/2011 11:48 AM  
BK:308 PG:6-11  
SHERRI J COCHRAN  
CLERK OF SUPERIOR COURT  
BURKE

RETURN TO: Porter B. Cohen  
521-A. Hwy. 25 North  
Waynesboro, Georgia 30830

**NOTICE OF RENEWAL OF COVENANTS**

Cross References: Deed Book 222, Pages 398 et seq.  
Deed Book 284, Pages 196 et seq.  
Deed Book 304, Pages 192 et seq.

STATE OF GEORGIA  
COUNTY OF BURKE

Personally appeared before the undersigned attesting officer, **PORTER B. COHEN**, of said State and County who, on oath, deposes and says that he is Owner and Developer of BARRETT PLANTATION WEST SUBDIVISION and also the Chairman of the Layout and Architectural Committee, and further says that:

A Declaration of Protective Covenants setting forth certain protective covenants and restrictions governing the Barrett Plantation West Subdivision was filed of record in Deed Book 222, Pages 398 et seq. in the Office of the Clerk of the Superior Court of Burke County, Georgia, as subsequently amended at Deed Book 284, Pages 196 et seq, and Deed Book 304, Pages 192 et seq.

BK:308 PG:7

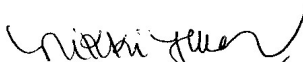
Pursuant to Article III, Section 2 of the original Declaration, the protective covenants and restrictions were to be effective for a period of twenty (20) years from January 4, 1996, the date of execution of the instrument. This provision further provides that the covenants, restrictions and rights provided for in the Declaration could be renewed by a majority of the owners.

A majority of the owners have requested that the Declaration be renewed for an additional twenty (20) years, thereby extending the effective date up until **January 4, 2036**. The signatures reauthorizing the renewal of the Declaration are attached hereto as Exhibit "A" and incorporated herein.

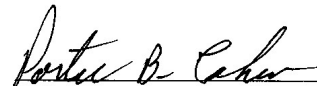
This Notice of Renewal of Covenants is filed in the Office of the Clerk of the Superior Court of Burke County, Georgia, to provide proper notice in the deed records of said renewal of the covenants, restrictions and rights governing the land described in the Declaration which shall run with the land and be binding on all current lot owners and persons claiming under them, including their heirs, devisees, personal representatives, successor and assigns.

Further Affiant sayeth not.

Sworn to and subscribed before  
me on this 31 day of March, 2011.

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
NOTARY PUBLIC (SEAL)  
My commission expires: 3/25/13

  
\_\_\_\_\_  
PORTER B. COHEN (SEAL)

Beth Ann Smith  
Attorney At Law  
832 N. Liberty St  
Waynesboro, Ga 30830

STATE OF GEORGIA

COUNTY OF BURKE

DECLARATION OF PROTECTIVE COVENANTS

WHEREAS, Porter B. Cohen, H. Russell Cohen, III and Sophie C. Wills, hereinafter referred to as "Owner", are the owners of certain lands in Burke County, Georgia, which they are developing into a community known as Barrett Plantation West; and

WHEREAS, the Owner designates Zolene Foster and Paul Shivers as members of the Layout and Architectural Committee, hereby referred to as the Committee.

WHEREAS, the Owner wishes to declare certain restrictive covenants affecting said lands,

NOW, THEREFORE, the Owner does hereby declare that the covenants contained herein shall be covenants running with the land and shall apply to the lands as indicated in the Burke County, Georgia records File for Plats No. A- 7603, and such additional lands as may be placed from time to time hereafter under the coverage hereof by express declaration incorporating these protective covenants by specific reference. The Owner reserves in each instance the right to add additional restrictive covenants or amend the existing covenants in respect to

(1)

Ten Amendment -  
For Amendment -  
See Book 304 Page 192-194  
See Book 284 Page 196-197  
6/6/00  
9/23/99

land covered hereby or subjected hereto in the future and/or to limit the application of this declaration to land subjected hereto in the future.

#### ARTICLE I

##### Definitions

The following words and terms when used in these protective covenants or in any amendment hereto shall have the following meanings:

(a) "Lot" shall mean and refer to any subdivided parcel of land located within the property and shown on the subdivision plat and any amendments thereto recorded in the office of the Clerk of Superior Court, Burke County, Georgia in the File for Plats No. A- 7603 on which has been constructed a single family detached dwelling or which is unimproved and is intended for use as a site for a single family detached dwelling.

(b) "Committee" shall mean and refer to Zolene Foster, Paul Shivers and subsequent members as provided for herein.

(c) "Owner" shall mean and refer to the owner of any interest in any portion of the property, his or her heirs, assigns, and successors.

(d) "Property" shall mean or refer to the land

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described in the File for Plats No. A- 7603 or to any portion thereof and to any land which may in the future be subjected to these protective covenants.

## ARTICLE II

### Uses, Buildings and Location of Structures

1. Single family residential use. No portion of the property shall be used for commercial, manufacturing or mercantile purposes. Each lot shall be used for residential purposes exclusively. No more than one single family detached dwelling may be erected on any lot.

2. No trailer or mobile home shall be permitted on any lot at any time. No bus, motorhome, recreation vehicle, camping trailer, truck or trailer may be parked on any lot or street upon which any lot fronts, except that such items if used for purely recreational purposes, may be parked in the rear of a house provided they are completely screened from view from the street and adjacent lots. No attic, shack, garage, barn or any outbuilding shall be used for residential purposes, except that guest quarters may be provided as part of or accessory to a main residential building and shall conform to it in exterior design and quality. This provision shall not prohibit the conversion of a garage into sleeping quarters

(3)

which are incorporated as part of the main residential building. In all cases, the main residential building must be constructed prior to the construction of the garage or any outbuilding.

3. Minimum square footage. Each residence erected on the property shall be one (1) single family residence as described in paragraph 1 above and shall contain a minimum of 1800 square feet of heated area in the case of single level construction, 2000 square feet of heated area in the case of two-story construction, exclusive of porches, attached garages, carports and other auxiliary space.

4. Location of building on lot. No building of any kind or character shall be erected without the approval of the Committee as to the location of said building.

5. Altering lot boundaries. No lot shall be subdivided, or its boundary line changed, nor shall application for same be made to Burke County or any other authority, except with the written consent of the Committee. However, the Committee and the Owner hereby reserve for themselves, their successors and assigns, the right to replat and change the boundary line or subdivide any lot or lots owned by the Owner in order to create a modified building lot or lots; and to take such other

(4)

steps as are reasonably necessary to make such replatted lot suitable and fit as a building site including, but not limited to the relocation of easements, rights of way, private roads and other amenities to conform to the new boundaries of said replatted lots. The provisions of this paragraph shall not prohibit the combining of two or more lots into one larger lot, only the exterior boundary lines of the resulting larger lot shall be considered in the interpretation of these protective covenants.

6. Approval of plans. No buildings shall be commenced, erected, added to, exteriorally changed or altered until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, exterior color scheme, elevation drawings of all exterior walls, location on the lot, location of driveways and parking areas, and approximate square footage shall have been submitted to and approved in writing by the Committee. The Committee shall have the right to refuse to approve any such building plans, specifications and site plans which are not suitable or desirable in its sole opinion for any reasonable cause, including purely aesthetic reasons. In passing upon such plans, specifications and site plans, the Committee shall take

(5)

into consideration the quality of the proposed building, the materials out of which it is to be built, the location of the proposed building on the lot, the harmony of the building and its location with the surroundings and the effect of the building as planned on the outlook from adjacent or neighboring portions of the property. In the event the Committee, or its designated representative, fails to approve or disapprove within 14 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and related covenants shall be deemed to have been fully complied with.

7. Fences, and other structures. Any fence on the property shall be constructed of wood, stone, brick, wire or a combination of same and must be approved by the Committee. If wire is used, the type of wire and fence must be approved by the Committee. The Committee will attempt to maintain the attractiveness of the development, and will not approve fences which do not conform to the surroundings. All walls, detached garages, barbecue pits and other recreational buildings and facilities shall be constructed in general conformity with the architecture of

(6)



the main building and out of materials which shall conform to the materials used in such main building.

8. Keeping of animals. No poultry, swine, cows, goats, or other farm animals shall be maintained on any lot and no vegetable garden may be planted except in the rear or back yard of any lot. No more than three domestic pets (dogs, cats, etc.) may be kept on any lot except with the written permission of the Committee. It is permissible to keep horses on the property so long as the number of animals does not overload the area, and the facilities meet the applicable restrictions.

9. Hobbies. The pursuit of hobbies or other activities, including without limiting the generality thereof, the assembly and disassembly of motor vehicles and other mechanical devices, which might lead to disordered, unsightly or unkept conditions, shall not be pursued or undertaken on any lot.

10. Storage tanks. No exposed above ground tanks will be permitted for the storage of fuel, water or for any other purposes.

11. Waste materials. No lot shall be used or maintained for a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in

(7)

sanitary containers.

12. Drainage and utility easement. The Owner reserves unto himself a perpetual easement and right on, over and under the ground to erect, maintain and use electric service, wire, cables, conduits, drainage ways, sewers, watermains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, drainage or other public conveniences or utilities on, in, or over the rear twenty (20) feet of each lot and five (5) feet inside of each side lot boundary line. All utilities are to be laid underground whenever it is practical to do so. In the event of the resubdivision or the altering of any lot under the provisions hereof this easement shall apply to the lot as altered or resubdivided unless the installation of drainage or utility facilities have been substantially completed, in which event the easement originally reserved shall apply.

13. Layout and Architectural Committee.

This Committee is established, empowered as herein provided, and is composed of Zolene Foster and Paul Shivers. The approval of plans and specifications shall require all members of the Committee. The Committee may designate a representative to act for it. In the event of

(8)

the death or resignation of any member, the remaining member(s) shall have full authority to designate a successor. According to the judgment of the Committee, at a time considered appropriate by the Committee, the members may resign and turn over the membership and duties of the Committee to the property owners by written notification to said property owners.

#### ARTICLE III

1. The Committee shall not be liable to an Owner or any person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person arising out of or in any way relating to the subject matter of any reviews, acceptances, inspections, permissions, consents or required approvals which must be obtained from the Layout and Architectural Committee whether given, granted or withheld.

2. All covenants, restrictions and rights set forth in this declaration shall run with the land and shall be binding on all grantees of the owners and persons claiming under them specifically including but not limited to their heirs, devisees, personal representatives, successors and assigns, for a period of twenty (20) years from the date

(9)

of this instrument, and renewed periodically as the majority of owners may so request.

3. If an owner or their assigns or successors in title shall violate any of the restrictive covenants herein, any person owning real property situated in said development or subdivision may institute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, either to prevent a violation or to recover damages or other dues for such violations, provided that a violation of any of such covenants shall not constitute a forfeiture or reversion of title.

3. The appropriate governmental zoning ordinances shall be observed. In the event of any conflict between any provisions of said ordinances and these protective covenants, the more restrictive provision shall apply.

4. In the event a lot is purchased and development does not immediately commence, the purchaser of the lot is expected to maintain the lot in such fashion that the lot does not detract from the surrounding properties.

IN WITNESS WHEREOF, the Owner and Committee members have caused this  
instrument to be executed on this 4<sup>th</sup> day of January, 1996.,

Porter B. Cohen (SEAL)  
Porter B. Cohen, Owner

H. Russell Cohen III (SEAL)  
H. Russell Cohen III, Owner

By: Porter B. Cohen (SEAL)  
Porter B. Cohen, his Attorney in Fact  
under Power of Attorney recorded in  
Deed Book 141, pages 714-715.

Sophie C. Wills (SEAL)  
Sophie C. Wills, Owner

By: Porter B. Cohen (SEAL)  
Porter B. Cohen, her Attorney in Fact  
under Power of Attorney recorded in  
Deed Book 141, pages 712-713.

Zoene Foster (SEAL)  
Zoene Foster, Committee

Paul Shivers (SEAL)  
Paul Shivers, Committee

Signed, sealed and delivered this  
4<sup>th</sup> day of January, 1996.

Beth Ann Smith  
Witness

Christy Helle  
Notary Public, Buck County, GA  
My commission expires 5-19-97  
[N. P. SEAL]

Filed for record January 4, 1996 at 2:30 p.m. Recorded January 5, 1996.