**STATE OF GEORGIA**

**COUNTY OF MCDUFFIE**

**DECLARATION OF PROTECTIVE COVENANTS**

**OF**

**MONTGOMERY PLACE SUBDIVISION**

**THIS DECLARATION OF PROTECTIVE COVENANTS, made and published this \_\_\_ day of \_\_\_\_\_\_, 2022, by Montgomery Place, LLC of McDuffie County, Georgia.**

**WHEREAS, MONTGOMERY PLACE, LLC is the owner of certain tract of land being described as follows:**

**All those lots or parcels of land being in the McDuffie County, Georgia, being known and designated as Lots 1 - 39 Montgomery Place Subdivision, as shown upon a plat prepared by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_\_\_\_\_, 2022, and recorded in Plat Cabinet \_\_\_\_\_, Folio \_\_\_\_\_\_\_\_\_, in the Office of Superior Court of McDuffie County, Georgia. Reference is hereby made to said plat for a more complete particular description of the metes, bounds and location of said property.**

**WHEREAS,** the said Montgomery Place, LLC is desirous of imposing upon said property certain protective covenants, subject to which all conveyances of lots therein shall be made and which shall be adhered to in the development and improvements of the property.

**NOW, THEREFORE,** in the consideration of the premises, the said Montgomery Place, LLC does herby impose upon said property the following protective covenants:

1. All lots in Montgomery Place subdivision shall be known and described as residential lots. No structure shall be erected, altered, place or permitted to remain on said residential building lots other than one detached single-family dwelling, not to exceed two and one-half stories in height and private garage for not more than three cars. No mobile homes and no modular homes shall be placed or erected on any lot.

2. No lot shall be subdivided into smaller lots. All lots and subdivided lots shall be subject to all of the protective covenants stated in this declaration.

3. No commercial, business or trade (wholesale or retail) activities shall be permitted on this property (other than selling of real estate located in the subdivision) and no noxious, offensive or illegal activity shall be permitted on said premises, nor shall anything be done thereon which may be or become an annoyance or nuisance to said property and other owners of property in Montgomery Place.

4. All residential structures with a garage shall have an area of at least two thousand square feet of heated living area in said structure, excluslive of open porches and garages. If ther is no garage, then there must be a minimum of two thousand five hundred (2500) square feet of heated living area in said structure. Exceptions to the minimum square footage may be approved by the developer on an individual basis.

5. Any permitted structure or outbuilding of any sort erected on said premises may not be located in front of any residential structure on any lot, except as requied by the County Health Department.

6. All structures built on said property shall have an exterior of masonary (stone, stucco, brick) or wood.

7. All outbuildings of any sort erected on said premises must conform to the decor and design of the house located on said lot.

8. Fences are permited on the side and back of residential structure may be constructed of brick, stained wood or decorative iron (no chain link fence). No fences shall be constructed in front of the residential structure.

9. No cattle, goats or hogs are allowed within said premises. Any allowed animals kept within said premises shall be kept and maintained under control of owner so as to create no hazard or nuisance.

10. No unregistered vehicles, exclusive of farm vehicles, may remain on said premises for a period of more than thirty (30) days, unless they are maintained within an enclosed building. Any work trucks greater than two axles in size must be parked in back of lots and out of sight from the public roads.

11. No property owner of a lot may cut timber located on said lot representing more than twenty-five (25) percent of original timber loated on such lot unless it is for safety reasons. Any lot owner removing timber from a lot in this subdivision shall leave no unsightly remains or other residue as a resuilt of said cutting.

12. There shall be no mobile home or other temporary structures whatsoever allowed on said premises and there shall be permitted only one single-family dwelling located on each lot. No storage building, garage, barn or other such building erected temporarily or permanently, nor any structure of a temporary character shall be used as a residence. No clothes lines shall be visible from the roadway located within the subdivision.

13. All sewage disposal in connection with any residential structure within said property must be septic tank or City-County sewage disposal, if same becomes available, located and constructed in accordance with the requirements, standards and recommendations of the McDuffie County Health Department or any other proper regulatory agencies.

14. Satellite dishes or similar electronic structures shall not be located on said lots unless they are located to the rear of the house and are hidden from view from the public roads in said subdivision and from the view of adjacent proeperty owners.

15. The Developer reserves unto its self, its heirs and asignees a perpetual, alienable and releaseable easement and right on, over and under the ground to erect, maintain and use electric service, wire, cables, conduits, drainage ways, sewers, water mains and other suitable equipment for the conveyance and use of electricity, gas, sewer, water, drainage or other public conveniences or utilities on, in or over the rear twenty (20) feet of each lot, unless otherwise indicated on the aforementioned plat, and ten (10) feet inside of each side boudnary line of each lot. Al l utilities are to be laid undergound whenever it is practical to do so.

The rights herein reserved may be exercised by the said Developer, its heirs and assignees, but this reservation shall not be considered an obligation of the said Developer to provide or maintain any such utility or service.

16. Each lot owner in this subdivision shall purchase a uniform mail box, in accordance with the style to be chosen by the Developer. Lot owners may decorate the mail box to coordinate with their residence. It shall be the responsibility of each lot owner to pay for the cost of the mail box and its installation. Lot owners are required to have a mailbox.

17. These protective covenants are made for the benefit of any and all persons who may now own or who may hereafter own any lot or property located within this subdivision, and such persons are specifically given the right to enforce these restrictions and reservations. The undersigned owner, and every other person hereafter having any right, title or interest in the property shall have the right to prevent or enjoin violation of any said restrictions by injunction or other lawful procedure and to recover any damages resulting from such violation. However, all restrictions and limitations herein contained shall be constructed as covenants and shall not be held or treated as conditions and no forfeiture or reversion of title shall result from the violations of any of said restritions or reservations.

18. Invalidation of any 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.

19. These protective covenants shall run with the land and shall be binding upon the undersigned and all persons claiming under it and all subsequent owners of any lots in said subdivision for a period extending to December 31, 2032, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of two-thirds (2/3) majority of then owners of the lots, it is agreed to change said covenants in whole or in part.

IT WITNESS WHEREOF, the said Chairman has hereunto set his hand and seal this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 2022.

Montgomery Place

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed, sealed and delivered

in the presence of:

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Notary Public, McDuffie County

State of Georgia

My commission expires: \_\_\_\_\_\_\_\_\_\_\_\_\_