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STATE OF GEORGIA
COUNTY OF RICHMOND

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PROTECTIVE COVENANTS

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THIS DECLARATION OF PROTECTIVE COVENANTS, made and published this 19th day of April, 1978, by JERNIGAN CONSTRUCTION COMPANY, INC., a corporation chartered under the laws of the State of North Carolina and having its principal office in Richmond County, Georgia.

W I T N E S S E T H:

THAT, WHEREAS, said corporation is the owner of the Subdivision known as Pepperidge, Section TWO-B and being a subdivision of all those certain lots, tracts or parcels of land situate, lying and being in Richmond County, Georgia, and being Lots 1 through 7, and Lots 11 through 17, inclusive, Block "K", and Lots 1 through 8, inclusive of Block "L", as shown on a certain plat of Pepperidge, Section TWO-B, prepared for JERNIGAN CONSTRUCTION COMPANY, INC., made by Walter A. Bell dated December 9, 1977, and recorded in the Office of the Clerk of the Superior Court of Richmond County, Georgia, on Realty Reel 91, Pages 2013 through 2014, reference being made to said plat for a more particular description as to the metes, bounds and location of said lots; and

WHEREAS, it is to the interest, benefit and advantage of JERNIGAN CONSTRUCTION COMPANY, INC., and to each and every person who shall hereafter purchase 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 of the benefits to be derived by JERNIGAN CONSTRUCTION COMPANY, INC., and each and every subsequent owner of any of the lots of said subdivision, said JERNIGAN CONSTRUCTION COMPANY, INC., does hereby set up, establish, promulgate and declare the following


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Protective Covenants to apply to all of said lots and to all persons owning said lots, or any of them, hereafter; these Protective Covenants shall become effective immediately and run with the land and shall be binding on all persons claiming under and through JERNIGAN CONSTRUCTION COMPANY, INC., until twenty-five (25) years from the date of these covenants are recorded at which time said covenants may be extended or terminated in whole or in part as hereinafter provided, to-wit:

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 and a private garage for not more than two cars.

2. ARCHITECTURAL CONTROL.



No building shall be erected, placed or altered on any lot until the construction plans and specifications and a 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. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in 15 below.

3. DWELLING, IMPROVEMENT, COST, QUALITY AND SIZE.

No dwelling shall be permitted on any lot at a cost of less than \$13,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality, workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted

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dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,150 square feet for a one-story dwelling, nor less than 950 square feet for a dwelling of more than one story of split level.

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 building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 25 feet to any side street line. No building shall be located nearer than 7-1/2 feet to an interior lot line, except that a two-foot side yard shall be required for a garage or other permitted accessory building located ten feet or more from the minimum building setback line. No dwelling shall be located on an interior lot nearer than 20 feet to the rear lot line. For the purposes of this covenant, eaves, steps, carports and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5. LOT AREA AND WIDTH.

No dwelling shall be erected or placed on any lot having a width of less than Seventy (70) feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet.

6. EASEMENTS.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten feet of each lot. Drainage flow shall not be obstructed nor be diverted from drainage or utility easements as designated above or on the recorded plat.

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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 resident either temporarily or permanently.

9. SIGNS.

No sign of any kind shall be displayed to the public view on any lot except the professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

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.

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 kept provided that they are not kept, bred, or maintained for any commercial purposes.

12. GARBAGE AND REFUSE DISPOSAL.

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept 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.

13. SEWAGE DISPOSAL.

No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located

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and constructed in accordance with the requirements, standards and recommendations of the Georgia Department of Public Health. Approval of such systems as installed shall be obtained from such authority.

14. SIGHT DISTANCE AT INTERSECTIONS.

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six 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 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 ten 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 distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

15. ARCHITECTURAL CONTROL COMMITTEE.

(a) Membership. The Architectural Control Committee is composed of E. L. Jernigan, 2326 Walden Drive, Augusta, Georgia; Otis Crowell, 2nd Floor, The 500 Building, Augusta, Georgia; and Ben Swain McElmurray, Jr., Suite 512, The 500 Building, Augusta, Georgia. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee or its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

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(b) Procedure. The Committee's approval or disapproval

as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after the 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 the related covenants shall be deemed to have been fully complied with.

16. TERM.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years 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.

17. 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.

18. SEVERABILITY.

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.

IN WITNESS WHEREOF, said JERNIGAN CONSTRUCTION COMPANY, INC., has caused these to be executed in its name by its President and its corporate seal hereunto affixed on the day and year first above written.

JERNIGAN CONSTRUCTION COMPANY, INC.

By: [Signature] As Its President

Signed, sealed and delivered
in the presence of:

[Signature]
Notary Public, Richmond County,
GEORGIA
My Commission
July 2, 1973

RECORDED
JUL 21 1978 2:13
JUL 27 1978

Return to:
James F. Findlay
1557 Gordon Hwy, Suite D
Augusta, Georgia 30906

STATE OF GEORGIA
COUNTY OF RICHMOND

PROTECTIVE COVENANTS

THIS DECLARATION OF PROTECTIVE COVENANTS, made and published this
___ day of March, 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 fully set forth.

W I T N E S S E T H

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 a residential subdivision known as **PEPPERIDGE SUBDIVISION SECTION 16,
PHASE TWO**, being known and numbered as Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15,
16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39,
and 40 in Block "A" on a plat of Pepperidge Subdivision Section 16, Phase Two,
prepared for Nordahl & Company, Inc., by Southern Partners, Inc., dated January 13, 2003,
revised January 28, 2003, revised January 3, 2003 which plat is recorded in the office of the
Clerk of the Superior Court of Richmond County, Georgia in deed reel 842, page
1093.

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 pursuant to paragraph numbered 18 hereinafter;

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. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the rear corners of the building unless similarly approved. On corner lots the position of homes vary and fences must be approved individually by the Architectural Control Committee.

(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. MINIMUM SIZE: All requirements relating to the size of any improvement or residence constructed on any lot shall be established by the Architectural Control Committee.

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 show on the subdivision plat. No building shall be located nearer than 7.5

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. No dwelling shall be located on an interior lot nearer than 20 feet to the rear lot line. For the purpose of the covenant, eaves, steps, carports, garages and open porches shall not be considered as a part of a building. The restriction 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 8,000 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 reservation 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. Also, a 10 foot utility and drainage easement is reserved on the rear of each lot and a 5 foot utility and drainage easement on each side lot line. 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.

9. 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.

10. 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. The maximum number of household pets shall be limited to two and must be contained in a fence.

11. 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.

12. 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.

13. 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. and Joseph B. Croft, 3683 Wheeler Road, Suite A & B, Augusta, Georgia 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.

14. 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.

15. 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.

16. 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.

Signed, sealed and delivered
in the presence of:

Julie B. Hale
Witness

Ruth Craft
Notary Public
Columbia County, Georgia
My commission expires:

as its:

by: [Signature]



Filed in this office:
Augusta - Richmond County
03/07/2003 11:02:41.00
Elaine C. Johnson