

RESTRICTIONS - FIRST ADDITION TO LAKE CARROLL

SEMINOLE COUNTY

STATE OF GEORGIA

THIS STIPULATION made and entered into this the 17th day of July, 1974, by JAMES M. SMITH, FRANK C. MARTIN and THE FIRST NATIONAL BANK OF DOTHAN, Trustee for Wallace D. Malone, III and Catherine Davis Malone, owners of certain land in Lots of Land Nos. 177, 178, 179, 180, 181, 211, 212, 213, 214, 215, 216 and 217 in the 21st Land District of Seminole County, Georgia and known as HOLLY ISLES ESTATES SUBDIVISION, and

WHEREAS, it is to the interest, benefit and advantage of JAMES M. SMITH, FRANK C. MARTIN and THE FIRST NATIONAL BANK OF DOTHAN, Trustee for Wallace D. Malone, III and Catherine Davis Malone, and to each and every person who shall hereafter purchase any lot or lots 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 JAMES M. SMITH, FRANK C. MARTIN AND THE FIRST NATIONAL BANK OF DOTHAN, Trustee for Wallace D. Malone, III and Catherine Davis Malone, and each and every subsequent owner of any of the lots in said subdivision, the said JAMES M. SMITH, FRANK C. MARTIN and THE FIRST NATIONAL BANK OF DOTHAN, Trustee for Wallace D. Malone, III and Catherine Davis Malone, do hereby establish and declare the following protective covenants to apply to all of said lots in said subdivision, and to all persons owning said lots or may hereafter own said lots, these protective covenants shall be effective immediately and shall run with the land and shall be binding on all persons claiming under and through JAMES M. SMITH, FRANK C. MARTIN, and THE FIRST NATIONAL BANK OF DOTHAN, Trustee for Wallace D. Malone, III and Catherine Davis Malone, for the next twenty-five (25) years from this date, to-wit:

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1. **LAND USE AND BUILDING TYPE.** No lot shall be used except for residential purposes. All buildings shall be built of new materials. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling of not less than 800 square feet and a private garage for not more than two cars. All buildings shall comply with the Southern Building Code.
2. **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.
3. **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.
4. **SIGNS.** No sign of any kind shall be displayed to the public view on any lot except one 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.
5. **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 on 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.
6. **LIVESTOCK AND POULTRY.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lots, except as listed below: LOTS 59-75, NO ANIMALS; LOTS ~~103~~ ^{OMIT} and ~~104~~ NO ANIMALS; LOTS 76-98 not more than three horses or cows or a combination of both; LOTS 76-102 - Poultry not to exceed 50 head and must be penned; LOTS 99-102 not to exceed five animals (horses and cows). NO OTHER LIVESTOCK WILL BE ALLOWED.
7. **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.

8. **SEWAGE DISPOSAL.** No individual sewage disposal system shall be permitted on any lot unless such system is designed, located 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.

9. **SIGHT DISTANCES AT INTERSECTIONS.** No fence, wall, ledge or shrub planting which obstructs sight lines at elevations between 2 and 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 feet from the intersection of the street lines, or in 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. No building structures will be less than ten feet from the side lines and 40 feet from the front lot lines.

10. **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 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.

11. **ENFORCEMENT.** Enforcement shall be by proceedings at law or in equity against any party or parties violating or attempting to violate any covenant either to restrain violation or to recover damages.

12. **SEVERABILITY.** Invalidation of any of these covenants by judgment or court shall in no wise affect any of the other provisions which shall remain in full force and effect.

13. LOTS. All lots may be used for mobile homes of not less than 40 feet in length or less than 10 feet in width, or residences of a minimum of 800 square feet. Mobile homes must be in good condition.

14. All outbuildings shall be of new material and similar to the parent structure.

15. 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 years from the date of these covenants.

IN WITNESS WHEREOF, the said James M. Smith, Frank C. Martin and The First National Bank of Dothan, Trustee for Wallace D. Malone, III and Catherine Davis Malone, have caused these restrictive covenants to be executed in their names and under their seals, the day and year first above written.

Signed, sealed and delivered

in the presence of:

Frank M. Hagedorn
Blanche P. Garrett
Notary Public
My Commission Expires Jan. 8, 1977.

Barbara Bagwell
Blanche P. Garrett
Notary Public
My Commission Expires Jan. 8, 1977.

James M. Smith L.S.
James M. Smith

Frank C. Martin L.S.
Frank C. Martin

THE FIRST NATIONAL BANK OF DOTHAN,
Trustee for Wallace D. Malone, III and
Catherine Davis Malone

By Pierce Flatt L.S.
Pierce Flatt, V.P. & Trust Officer