

RECORDED
Book 933 Page 732-735
Date 4-28-2021
Frankie Gray, Clerk

DECLARATION OF COVENANTS AND RESTRICTIONS FOR
BOWERS ESTATES (A Real Estate Subdivision)

FILED IN OFFICE
HART SUPERIOR COURT
2021 APR 28 PM 2:29
Frankie Gray
FRANKIE H. GRAY, CLERK

WHEREAS, the undersigned Declarant ("Bowers Land Developing Company, Inc."), being the owner of the property known as Bowers Estates, a real estate subdivision which is more particularly described in Exhibit A attached hereto and incorporated by reference (herein, the "Subdivision"), has determined that it would be in the interest of and to the benefit and advantage of the Declarant and each and every person who shall hereafter purchase any Lot in the Subdivision, that certain protective covenants and restrictions governing and regulating the use and occupancy of the Subdivision be established;

NOW THEREFORE, Declarant makes the following declaration of covenants and restrictions to be covenants running with the land described as the Subdivision:

1. Land use and Building Type. No Lot shall be used except for residential purposes. No business or commercial activity shall be conducted or operated on any Lot or from any residence except as may be conducted online via residential cable or internet which business is not physically open to the public. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling unit not to exceed two (2) stories in height. The ground floor area of the main structure, exclusive of one story open porches and garages, shall contain no less than Eighteen Hundred (1,800) square feet of heated floor space, with no less than Twelve Hundred (1,200) square feet of heated for the main floor of a dwelling of more than one story.
2. All Lots shall contain driveways paved in concrete and all vehicles stored on a Lot shall be kept in a closed garage. Further, during the construction phase of any residence, any driveway must be graveled to prevent mud and dust from entering the streets of the subdivision.
3. No Lot shall be subdivided with the exception that 3 or more Lots may be subdivided with the approval of the Declarant.
4. Types of Homes. No modular, mobile, prefabricated homes or log cabins shall be permitted on any Lot. No previously built homes may be moved onto a Lot. No buildings or homes shall be constructed using concrete block except in the foundation, all of which shall be properly covered with mortar in a color which complements the color of the home's

siding. No homes shall be constructed with vinyl siding with the exception of the soffit. All outside buildings must match the house trim and color.

5. Building Location. All buildings and fences shall be located within the set-back lines for a Lot as shown on the subdivision plat. Generally, homes facing a subdivision street shall be constructed within fifty (50) feet of the subdivision street, or within fifteen (15) feet of any side street or property boundary line. No building or dwelling shall be constructed within thirty (30) feet of rear line of the Lot which is bounded on three sides by another Lot. Chain link fences are not permitted in the subdivision.

6. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the subdivision plat. The normal flow of surface water shall not be obstructed nor diverted from drainage or utility easements as shown or designated on the recorded subdivision plat.

7. Nuisances. No noxious or offensive activities shall be permitted on any Lot or roadway in the subdivision, including, but not limited to the operation of all-terrain vehicles, off road motorcycles or go-carts.

8. No satellite dishes over 20 inches in diameter shall be permitted on any Lot.

9. No clothes lines shall be permitted on any Lot.

10. No vehicles which do not operate on a regular basis shall be permitted to be stored on any Lot.

11. Temporary Structures. No structure of a temporary character, trailer, motor home, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

12. Animals, Livestock and Poultry. Except as provided herein, no animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot. Household pets such as , except dogs, cats and other may be kept, provided that they are not kept, bred or maintained for any commercial purposes. Dogs, cats or any other household pets must be contained to the Lot or properly leashed and must not create a nuisance to neighboring Lot owners.

13. 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 except in sanitary containers. All containers, incineration or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and out of the view of the general public except during regular pick-up days and times.

14. Term. The covenants contained in the instrument are to 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 and after the date this instrument is recorded, after which time such covenants may be extended for successive periods of twenty (20) years by recordation of an instrument of continuation executed by a minimum of fifty-one percent (51%) of the record owners of Lots in the subdivision.

15. This Declaration of protective covenants may be amended, altered, modified or changed by Bowers Land Developing Company, Inc. during its ownership of any Lot by written modification filed for record in said Clerk's office, which modification shall apply prospectively to such Lots then owned by Bowers Land Developing Company, Inc.

This 24th day of April, 2021.

Bowers Land Developing Company, Inc.

By: *George W. Bowers*
George W. Bowers, CEO and
Authorized Agent

Cathy Blair
Unofficial Witness

[Signature]
Notary Public
My Commission Expires: 4/4/2025

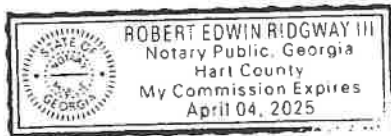


EXHIBIT "A"

All those tracts or parcels of land lying and being in the 1112th G.M. District of Hart County, Georgia, designated as **Lot 1**, containing 0.771 of an acre, more or less, **Lot 2**, containing 0.814 of an acre, more or less, **Lot 3**, containing 0.814 of an acre, more or less, **Lot 4**, containing 0.814 of an acre, more or less, **Lot 5**, containing 0.835 of an acre, more or less, **Lot 6**, containing 0.740 of an acre, more or less, **Lot 7**, containing 0.727 of an acre, more or less, **Lot 8**, containing 0.743 of an acre, more or less, **Lot 9**, containing 0.767 of an acre, more or less, and **Lot 10**, containing 0.803 of an acre, more or less, which lots are described as to boundaries, courses, and distances on a survey for Bowers Land Developing Co., Inc. dated April 7, 2021, by Smith Planning Group, Aaron P. Blomberg, Georgia Registered Land Surveyor, recorded in Plat Book 7321, Page 92, in the Office of the Clerk of Superior Court of Hart County, Georgia, which plat is hereby incorporated into this description by reference and made a part hereof.

The above-described property is a portion of the property conveyed by Warranty Deed dated September 6, 2002, from George W. Bowers and Joyce Bowers as Trustees, or their successors in trust, under the George W. Bowers Living Trust, dated July 12, 2001, and any amendments thereto; Joyce Bowers and George W. Bowers as Trustees, or their successors in trust, under the Joyce Bowers Living Trust, dated July 12, 2001, and any amendments thereto; Joyce Bowers; and George W. Bowers to Bowers Land Developing Company, Inc., recorded in Deed Book 423, Pages 9-11, Hart County, Georgia, Deed Records.