

TROUP COUNTY, GEORGIA
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JACQUELINE HILL OR
CLERK OF SUPERIOR COURT

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KIRBY & ROBERTS, P.C.
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LaGrange, Georgia 30241

**DECLARATION OF PROTECTIVE COVENANTS
AND RESTRICTIONS FOR
MADISON PLACE SUBDIVISION**

STATE OF GEORGIA
COUNTY OF TROUP

This Declaration of Protective Covenants and Restrictions, made and published this 20 day of October, 2004 by **AMERICA'S HOME PLACE, INC.**, owner of a certain tract of land known as part of **MADISON PLACE SUBDIVISION** in Troup County, Georgia and being more particularly described as follows, to wit:

ALL THAT TRACT OR PARCEL OF LAND situate, lying and being in Land Lot 74 of the 6th Land District, City of LaGrange, Troup County, Georgia, being TRACT 1, consisting of 22.613 acres, and TRACT 2, consisting of 6.312 acres, as more particularly described on that certain plat of survey prepared by J. Hugh Camp, GRLS 939, dated October 22, 1980, recorded in Plat Book 19, Page 107, Troup County, Georgia Deed Records; and further shown on that certain plat of survey prepared by James Stothard, GRSL 2321, dated December 20, 2001, entitled "Survey for America's Home Place, Inc.," as recorded in Plat Book 66, Page 186, Troup County, Georgia Deed Records; said plats being incorporated herein and made a part hereof for the purpose of a more complete and accurate description.

TOGETHER WITH THAT CERTAIN Easement between SunRidge Apartments, L.P. and America's Home Place, Inc., dated December, 2002, and recorded in Deed Book 1068, Page 672, Troup County, Georgia Deed Records.

WHEREAS, it is in the best interest of the undersigned owner and all persons and entities purchasing lots within said subdivision that the within restrictions and protective covenants be established to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent impairment of the attractiveness of the property, to maintain the desired quality of the subdivision, and thereby insure each owner the full economic benefit and general enjoyment of said property.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties hereto do hereby declare that all persons shall hereby take notice that the following covenants and restrictions are applicable to the aforesaid property and subdivision and shall be binding upon the undersigned owner, their successors, heirs and assigns, and all persons or other entities acquiring property within said subdivision, their heirs, successors and assigns.

1. LAND USE AND BUILDING TYPE

No lot shall be used for any purpose other than a single family residence.

2. ARCHITECTURAL CONTROL COMMITTEE

There is hereby established a committee known as the "MADISON PLACE SUBDIVISION CONTROL COMMITTEE". From and after this date, no building shall be erected placed or altered on any lot until construction plans and specifications and plats showing the location of the structure shall have been submitted to and approved by a majority of the Madison Place Subdivision Control Committee, as to location of structure, quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography, finish grade elevation and landscaping.

Said committee shall have fifteen (15) days from the submission of the information required herein, to advise the lot owner or prospective owners of its decision and any required corrections, amendments or alterations or prohibitions established by the committee. Should the committee fail to approve or disapprove proposed plans and specifications within thirty (30) days after said plans and specifications have been submitted to the committee or in the event no suit to enjoin the construction has been commenced by the committee herein, then further committee approval will not be required and the terms of this covenant shall be deemed to have been fully complied with.

The submission by any lot owner to the committee of plans, specifications and other such information as the committee may require for the purpose of review shall be accomplished in not less than ten (10) days prior to the start of the contemplated construction. Submission of the information herein required may be accomplished, until notice otherwise, by delivering the same personally to the committee, or by mailing the same by United States Mail to the committee at the following address:

Madison Place Subdivision
C/O America's Home Place, Inc.
1505 LaFayette Parkway
LaGrange, Georgia 30240

The Committee shall initially be composed of DOUGLAS HIGGINS and JIM MCWATERS. In the event of death or resignation of either member of the committee, the remaining member shall have full authority to designate a successor. None of the members of the committee or their designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded owners of a majority of the total number of lots in MADISON PLACE SUBDIVISION, shall have the power, through a duly recorded written instrument, to change the membership of the committee, to expel a member of the committee, or to reconstitute and reform the committee.

Said Madison Place Subdivision Control Committee shall be bound by and shall not be empowered to alter or amend the specifications, requirements, covenants and conditions and may require such other specifications, requirements, covenants and conditions as then in their discretion they may establish or require in any one or more instances.

3. LAND USE

No lot shall be used except for single family residential purposes. No occupation, profession, trade or other non-residential use shall be conducted in any dwelling unit except such trades or occupations as may be approved by the Madison Place Subdivision Control Committee.

No owner may obstruct or re-channel the drainage after installation of drainage swales, storm sewers or utility easements without the express written permission of the Madison Place Subdivision Control Committee. As to any lot on which a storm drain is located, an easement is reserved to the City authorities for the purpose of repairing said storm drain.

4. ANIMALS

No animals other than a reasonable number of generally recognized house pets shall be maintained on the property and then only if kept thereon solely as household pets and for no other purpose. No such animal shall be allowed to make an unreasonable amount of noise, or otherwise become a nuisance. No structure for the care, housing or confining of any animal shall be maintained or erected with in the subdivision without the express written approval of the type and location of the structure by the Madison Place Subdivision Control Committee which shall in its sole discretion determine if a structure is approved or disapproved or whether a particular animal shall be considered a nuisance or whether a number of animals the particular property is reasonable.

5. DWELLING QUALITY AND SIZE

No building shall be erected, placed, altered, maintained or used on any lot until the construction plans and specifications, etc. are approved by the Madison Place Subdivision Control Committee. Specifically, no building shall be erected, placed, used, maintained, altered or constructed on any lot within the subdivision unless said building shall comply as follows:

(a) The construction shall be of quality workmanship and materials substantially the same or better than those approved by the IRC or the City of LaGrange, Georgia's Building Department.

(b) No fences or wall shall be erected on any lot without the prior written approval of the Madison Place Subdivision Control Committee or its designee, as to location, design, quality of workmanship, materials and color. It is the sole discretion of the Madison Place Subdivision Control Committee to approve or disapprove any proposed wall or fence for any reason whatsoever. Fences and walls shall not be erected, placed or altered on any lot nearer to any street than the front edge of the house built on said lot unless the same be retained walls or masonry construction which do not in any even rise above the finished grade elevation of the earth embankment so retained, reinforced, or stabilized, except that this restriction shall not apply to fences or walls which have been approved by the Madison Place Subdivision Control Committee. The exposed part of retaining walls shall be made of clay, brick, stucco, stone, or veneered with brick or brick or natural tone or other approved materials.

6. BUILDING SET - BACK LINE

No building or structure shall be erected on any lot in said subdivision less than fifty feet from the City or County right of way of any street bordering said lot. For the purpose of this provision, building shall mean and include the main portion of the structure built for permanent use and all projections and extensions thereof, including an attached garage, outside platforms or decks, canopies, balconies and porches.

No noxious or offensive activity nor any activity which may become an annoyance to the neighborhood shall be carried on upon any lot in the subdivision. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly or unkempt condition of his or her lot. No lot shall be used, in whole or in part, for the storage of any unclean or untidy condition that will

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cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property adjacent to the lot. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the Community. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound devices as may be used exclusively for security purposes shall be located, installed or maintained upon the exterior of any lot unless required by law. This paragraph in no way applies or may be interpreted to apply to noise or debris accumulated during the construction of an approved structure on any lot. This paragraph also does not apply to the practice, if allowed by local authorities, of burial of construction debris on a lot by the builder of an approved dwelling.

7. SIGNS

No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent or signs used by a builder or his designated representatives to advertise property during the construction and sales period. This provision shall not apply to entrance signs erected by the Builder or Developer of a permanent or temporary nature.

8. EYESORES

(a) All laundry drying yards shall be constructed so as to be hidden from any view from the street.

(b) No building or structure on any lot shall be allowed to fall into neglect or disrepair. In the case of fire damaged buildings, they shall be demolished and the debris removed within sixty (60) days or repaired or rebuilt within nine (9) months.

(c) The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken in any part of the subdivision.

9. VEHICLES

Vehicles shall not be parked on any street for periods of more than six hours at a time. The term vehicles, as used herein, shall include motor homes, boats, trailers, and trucks, school buses, in addition to automobiles. All recreational vehicles including motor homes, recreational trailers, boats and boat trailers shall be screened from street view if parked for more than 24 hours on any lot. Vehicles shall not be parked on any portion of a lot other than the driveway, garage, or other concrete or paved area as approved by the Madison Place Subdivision Control Committee.

It is not permitted to operate motorized or non-motorized vehicles including those listed previously in this paragraph and further including, but not limited to: dirt bikes, motorcycles, four wheelers, three wheelers or other vehicles which would or could tear up the landscaping on any portion of any lot in the subdivision that is not paved or concrete. This portion of this paragraph does not apply to the operation of motorized or non-motorized vehicles designed and used at the time of operation for yard maintenance.

10. LOT MAINTENANCE

The owner of each lot shall be responsible to keep his lot in a neat and attractive condition. Upon failure to do so, the Madison Place Subdivision Control Committee, its authorized agents, designated committee, successor or assigns may, after five days written notice to such owner, enter upon the lot for the purpose of mowing lawns, removing dead trees, shrubs or other rubbish therefrom. Upon such action, the owner shall be personally liable for the costs thereof and such costs shall be a permanent lien upon said lot enforceable by the Madison Place Subdivision Control Committee by proceedings at law or equity. All charges of such maintenance on the part of the Madison Place Subdivision Control Committee shall be competitive for work performed in like trades. The lot owner shall allow AMERICAS HOME PLACE, INC. or the Madison Place Subdivision Control Committee access to the property to perform yard maintenance as stipulated in these restrictions and covenants and said access shall apply to their authorized agents, successors, assigns, employees or subcontractors. Lot owner and occupants hold AMERICAS HOME PLACE, INC., Madison Place Subdivision Control Committee, their agents, successors, assigns, employees and/or subcontractors harmless for inadvertently cutting down flowers, trees or shrubs planted by occupant or homeowner or the accidental disposal of articles mistaken for rubbish or debris.

11. DETACHED STRUCTURES

No detached structure shall be placed, erected or maintained upon any lot without the prior written consent of the Madison Place Subdivision Control Committee or its designee. All detached structures must be consistent in design materials and color with the dwelling on the lot.

12. TEMPORARY IMPROVEMENTS OR STRUCTURES

No structures of a temporary character including trailer, tent, shack, or portable buildings shall be maintained on any lot or be used at any time thereon except those used by builders or developers during construction which are to be removed immediately after completion of such construction.

13. ABOVE GROUND POOLS

Above ground swimming pools shall not be permitted in the subdivision.

14. GUNS

The use of firearms is prohibited and this is to include "B-B" guns, pellet guns and small arms of any kind.

15. EASEMENTS

The undersigned owner does hereby and expressly reserve to himself, his successors, heirs and/or assigns, an easement measuring ten (10) feet in width along each side of the right of way of each street for the purpose of constructing, repairing, operating and utilities to lots and facilities within the subdivision.

16. TERM

These Restrictions and 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 years from the date these Covenants are recorded, after which time said covenants shall be automatically extended for successive periods to ten (10) years, unless an instrument signed by a majority of the then owners of the lots has then been recorded agreeing to change said Covenants in whole or in part.

17. GARDENS, BASKETBALL GOALS, ETC.

No vegetable garden, hammocks, satellite dishes, statuary, or recreational equipment may be placed, erected, allowed or maintained in the front or side yards without the prior written consent of the Madison Place Subdivision Control Committee.

18. ENFORCEMENT

If anyone bound to observe and comply with these Restrictions and Covenants shall violate or attempt to violate them, it shall be lawful for any person owning an interest in any lot subject to these Restrictions and Covenants to prosecute any proceedings at law or equity to prevent or recover damages for such violations or attempt, including AMERICA'S HOME PLACE, INC., the Madison Place Subdivision Control Committee, their successors, and assigns, it being the intention of the Restrictions and Covenants that the remedies available shall be under either law or equity.

Enforcement shall be proceedings at law or in equity against any person or persons violating or attempting to violate any restrictions or covenants either to restrain violation or to recover damages.

All provisions of the Declaration and any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants of any lot even though Occupants are not specifically mentioned. Fines may be levied against Owners or Occupants. If a fine is first levied against an Occupant and is not paid timely, the fine may then be levied against the Owner.

All lot owners agree that they will be bound by the within Restrictions and Covenants and that upon sale of the property they will notify all subsequent purchasers or occupants at the time of the sale of the property or at the time of occupancy of the property by a non-owner or purchaser.

This agreement by the present owners shall be binding upon their heirs, successors and assigns.

19. SEVERABILITY

Invalidation of any one of these Restrictions and Covenants by judgment of any court or by judgment by any court order shall in no wise constitute and effect on any other provisions which shall remain in full force and effect.

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IN WITNESS WHEREOF, AMERICA'S HOME PLACE, INC. has caused these to be executed in its name as herein below set out.

AMERICA'S HOME PLACE, INC.

by:

Name: DIANE K. HIGGINS [seal]

Title: DIVISION PRESIDENT

attest:

Name: CP BERRY [seal]

Title: V. PRES

Signed, sealed and delivered in the presence of:

Witness

Notary Public

Notary Public, Hall County, Georgia
My Commission Expires Aug. 20, 2006

[Handwritten signature]
[Handwritten signature]
Dana W. Nixon [seal]