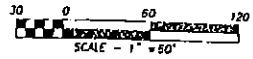


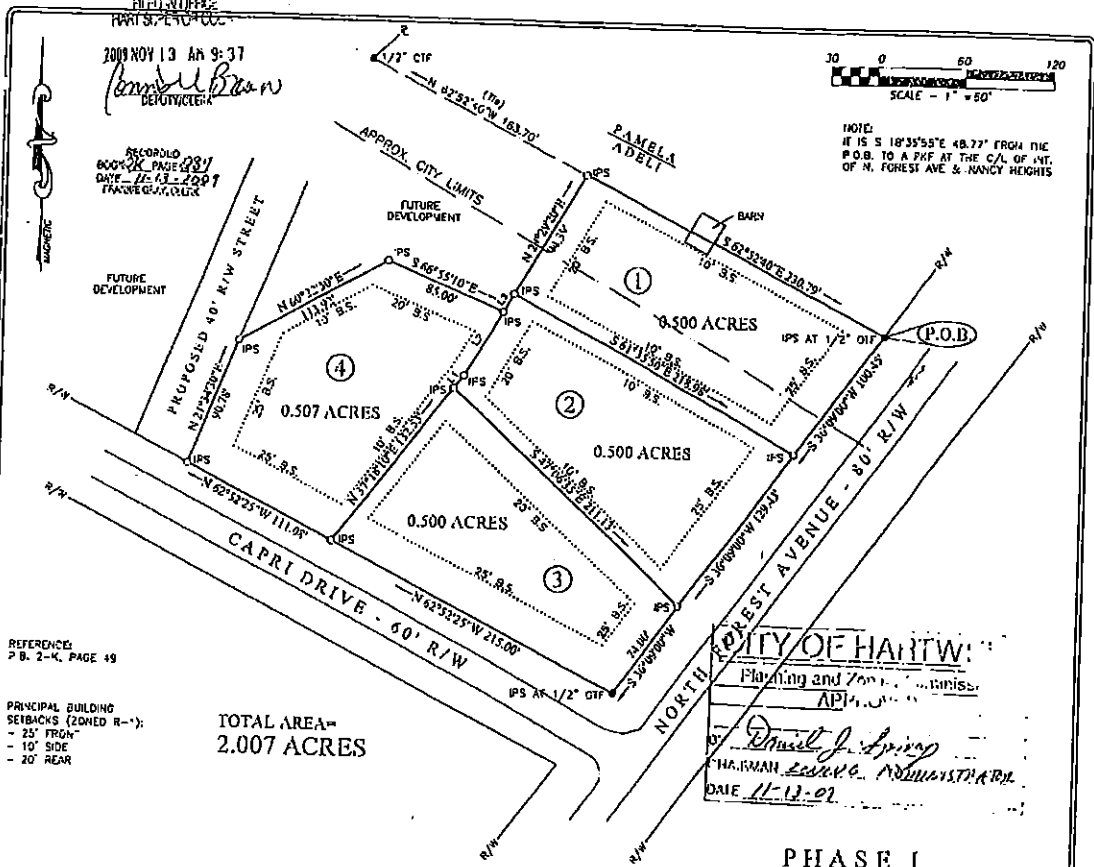
FILED IN OFFICE
HARTSWELL COUNTY

2009 NOV 13 AM 9:37

Donald J. Spring
DEPUTY CLERK



NOTE:
IT IS S 18°35'55\"/>



REFERENCE:
P.B. 2-K, PAGE 49

PRINCIPAL BUILDING
SETBACKS (ZONED R-1):
- 25' FRONT
- 10' SIDE
- 20' REAR

TOTAL AREA=
2.007 ACRES

CITY OF HARTSWELL
Planning and Zoning Commission
APPROVED
Donald J. Spring
CHAIRMAN
DATE 11-13-09

PHASE I
CAPRI ESTATES S/D
Revised Plat
REF BK 2K Pg 275

THE FIELD EQUIPMENT USED FOR THIS SURVEY WAS A LEICA 163405. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN .82228 FEET AND AN ANGULAR ERROR OF 1.1 SEC PER ANGLE POINT AND WAS ADJUSTED USING LEAST SQUARES. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN .40000 FEET.
I HEREBY CERTIFY THAT IN MY OPINION THIS IS A CORRECT REPRESENTATION OF THE LAND PLATED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF THE LAW.

*** CALL TABLE ***

Course	Bearing	Distance
L1	N 37°18'16\"/>	

NOTES:
1) SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
2) SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OR RECORDS, ENCUMBRANCES, RESTRICTIVE COVENANTS, OTHER THAN TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

REVISED:
NOV. 12, 2009 (REVISED LOT LINES TO FIT NEW HOUSE THAT WAS BUILT, CHANGED NAME OF S/D.) THIS PLAT WILL SUPERSEDE THE PLAT THAT IS RECORDED IN P.B. 2K, PAGE 275.

<p>1112 COUNTY: HART CITY: HARTSWELL</p>	<p>SURVEY FOR: SUMMA, INC.</p> <p>SURVEYED BY: BAUKNIGHT & ASSOCIATES, INC. W. SLATE BAUKNIGHT GEORGIA PLS # 2334 109 N. JACKSON STREET - HARTSWELL, GA 30643 706-376-5948 (OFFICE) 888-376-5948 (TOLL FREE) BAUKNIGHT@ASSOC@HARTCOJ.NET</p> <p>PARTY CHIEF: PMO DRAWN BY: APD</p>	<p>STATE: GEORGIA DATE: AUGUST 06, 2006 SCALE: 1\"/> </p>	<p>LOCATION MAP</p>	<p>LEGEND: S = POINT ONLY DS = IRON PIN SET B = IRON PIN FOUND PS = 1/2\"/> </p>
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FILED OFFICE
HART COUNTY CLERK

2009 NOV 24 PM 3:29

Frankie Grant, Clerk

After recording return to:
THE GORDON LAW FIRM
Post Office Box 870
415 East Howell Street
Hartwell, Georgia 30643

RECORDED
BOOK 449 - 262-263
DATE 11-24-2009
FRANKIE GRANT, CLERK

STATE OF GEORGIA
COUNTY OF HART

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS, made as of the 24th day of November, 2009, by SUMMA, INC., a Georgia Corporation, whose address is 240 Alan Drive, Douglas, Georgia 31535, Georgia 30553 (hereinafter referred to as "Declarant"), for Capri Estates Subdivision, Phase I, (hereinafter referred to as the "Subdivision") pursuant to a Subdivision Plat of Survey for Phase I Capri Estates Subdivision, dated August 6, 2006, prepared by Bauknight & Associates, Inc., Aaron P. Blomberg, Georgia Registered Land Surveyor, recorded in Plat Book 2-K, Page 287, in the Office of the Clerk of the Superior Court of Hart County, Georgia. (hereinafter referred to as the "Plat"),

WITNESSETH

WHEREAS, Declarant is the owner of the Subdivision, lying and being in the 1112th G.M. District of Hart County, Georgia, as set forth above; and

WHEREAS, it is to the interest, benefit and advantage of Declarant and each and every person who shall hereafter purchase any lot in the Subdivision (hereinafter collectively referred to in the singular as a "Lot" and in the plural as "Lots") that certain restrictive covenants governing and regulating the use and occupancy of the Subdivision 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 Declarant and each and every subsequent owner of any of the Lots, Declarant does hereby set up, establish, promulgate and declare the following restrictive covenants to apply to all of the Lots and to all persons owning the Lots, or any of them, hereafter. These protective covenants shall be binding on all persons claiming title to any of the lots under and through Declarant until twenty (20) years from and after the date of this instrument, at which time such covenants may be extended as hereinafter provided.

1. The lots shall not be used for any purpose other than residential and no residence shall be built, remodeled or allowed to remain on the lots other than one detached dwelling of not more than two stories in height above ground level and having a square footage under roof of not less than 1400 square feet, excluding patios and carports. This is not to be construed to prevent a person from having a basement to his house, provided it is located below ground level. Any screened-in porch or porch enclosed with similar material that is covered by the main roof of the residence may be considered as a part of the 1400 minimum square footage.
2. The lots shall not be re-subdivided and no part thereof may be sold or conveyed, as the same must be sold, conveyed or kept in the same footage as it is now being conveyed and not more than one residence shall be erected on any lot. However, the parties that own adjoining lots or the Declarant may agree to subdivide a lot in order to upgrade and enlarge an existing lot. In this event said lot can be subdivided. However, there shall never be more than one (1) residence erected on said lot or upgraded lot.
3. The residence erected on any lot shall be of new construction, new material and shall have an exterior finish of either vinyl, brick, stone, wood frame, glass or stucco and no concrete block exposure shall be allowed to remain after the construction of any dwelling. Any outbuildings that are constructed on said lots must be constructed out of materials as described above for the main residence. While there can be no concrete block exposure on any outbuilding, it is understood that concrete blocks may be used as a foundation and wall to ground level in the construction of a boat slip, provided none is exposed on the outside of such boat house. The dwelling that is constructed on the lots shall not be used for living purposes until the same has been completed. The foundation on all buildings erected on the lots shall be underpinned on all sides, with the exception of a dwelling that is designed and constructed on stilts, provided said dwelling is a least five feet above normal ground level at the closest point.

4. The main dwelling or any outbuilding erected on the lots shall not be located closer than 30 feet from the front and rear boundary lines of the lots and not closer than 15 feet to the side lines of said lots and for this purpose carports shall be considered a part of the main dwelling.
5. No commercial enterprise shall be constructed or permitted on the lots, of any kind, nature or description and no sign or advertising device of any character shall be erected or maintained on the lots except one sign may be placed thereon advertising such lot for sale or rent and such permitted sign shall not exceed 18 inches x 24 inches in size.
6. No house trailers, mobile homes, modular or temporary dwelling buildings shall be placed, constructed, or maintained on the lots. It is further understood and agreed by all purchasers of any lots that no motor home, travel trailer, camper or related recreational vehicle shall be permitted to be maintained on the lots as a place of temporary or permanent residence.
7. No animals, livestock or poultry of any kind shall be raised, bred or kept on the lots, except dogs, cats or other small household pets, provided they are not kept, bred or maintained for any commercial purpose. While dogs are permitted to be kept on the lots, it is understood by all purchasers of any lots, that no owner shall keep any such dog or dogs that are vicious or dangerous in nature to children and no owner can maintain any dog or dogs that disturb other residents who may at the time live in the immediate vicinity of the lots due to unusually loud barking. However, it is further understood that anyone purchasing 2 1/2 acres may be allowed to keep one horse per 2 1/2 acres on said lot.
8. No vehicle or power drive machine that is abandoned will be permitted to remain on any lot and should such occur, then the Declarant shall have the right to remove the same therefrom without being guilty of trespass, tort or any criminal act. For the purpose of the covenant, any such vehicle or power drive machine that is inoperable for a period of at least ninety (90) days shall be considered abandoned.
9. Until a residence is erected on any lot, the Declarant shall have the right at all times to enter upon said lot for the purpose of removing debris or trash therefrom and to trim and out objectionable trees and weed growth on said lot or to harrow said lot for the purpose of keeping it clean and orderly in appearance, all of which the Declarant may do without being guilty of trespass, tort or any criminal act.
10. While the erection of fences is discouraged, it is recognized that in certain situations, with prior approval to installation, some fencing may be allowed. Fences around swimming pools, if required by law, will be approved. However, at no time will fencing be approved that extends toward the front of the property past the back corner of the residence. All fencing will be required to be located 12 inches inside property lot lines. For fencing to be approved, it must be visually in keeping with the subdivision. (Dog Pens): If approved, any dog pen that is erected on the property must be at least 15 feet away from any adjoining property line and should be located at the rear of the residence on said property.
11. The enforcement of any of these restrictions or covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant and the same may be to restrain the violation, recover damages, or both.
12. The invalidation of any one of these restrictions by judgment or court order shall in no wise affect any of the other provisions contained herein, which shall remain in force and effect.
13. It is to be understood and agreed by all parties taking title to any of the lots through Declarant that the above listed restrictive covenants shall be construed as covenants running with the lots and they shall be applicable to said lots for a period of 20 years from the date of this instrument.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed under seal, as of the day and year first above written.

SUMMA, INC., Declarant

Alan G. Paulk, Sr.
 By: Alan G. Paulk, Sr., President/CEO

Executed in the presence of:

Witness *J. S. Haley*

Amber M. Yeard
 Notary Public
 Commission expiration: 5-8-2012

