



PROTECTIVE COVENANTS CAMBRIDGE SUBDIVISION SECTION II

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PROTECTIVE COVENANTS

Cambridge Subdivision

Section II

State of Georgia

County of Columbia

THIS DECLARATION OF PROTECTIVE COVENANTS, made and published this 2nd day of March, 1987, by WATERVALE NORTH JOINT VENTURE, a joint venture consisting of Sherman & Hemstreet, Inc. and Blanchard & Calhoun Real Estate Company, each being a corporation organized and existing under the laws of the State of Georgia and having its principal office in Richmond County, Georgia, as well as Menard Ihnen, Reamer Almond, Jr., Georgia W. Thurmond, Richard R. Gayle, Travers W. Paine, III, Joe W. Hamilton, J. Rex Fuqua and Walter Campbell, Jr., all being joint venturers, hereinafter collectively referred to as the "owner".

WITHNESSETH:

THAT, WHEREAS, the owner is vested with fee simple title to certain real property located in Columbia County, Georgia, which has been developed into a residential subdivision known as Cambridge Subdivision, Section II (or "Phase II", hereinafter referred to interchangeably), and consisting of all those certain lots, tracts, or parcels of land, situate, lying, and being in Columbia County, Georgia, and being known and numbered as Lots 21 through 30, inclusive, of Block B; Lots 6 through 35, inclusive, of Block C; Lots 1 through 12, inclusive, of Block D; Lots 10 through 39, inclusive, of Block E, all of Cambridge Subdivision, Section II, as

shown on a plat of said subdivision prepared for the Owner by James G. Swift & Associates, Consulting Engineers, dated July 30, 1986, a copy of which is recorded in the office of the Clerk of the Superior Court of Columbia County, Georgia, in Plat Cabinet A, Slide 284, No. 3, said plat being incorporated herein by reference in order to provide a more complete description of the subject property; and

WHEREAS, it is to the interest, benefit and advantage of the Owner 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 the benefits to be derived by the Owner and each and every subsequent owner of any of the lots in said subdivision, said 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, these Protective Covenants shall become effective immediately and run with the land, and shall be binding on all persons claiming under and through the Owner, for 20 years from the date of the filing for the record hereof, at which time said Protective 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, a private garage for not more than two 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. ARCHITECTURAL CONTROL. No building, fence or other structure of any nature shall be erected, placed or altered on any lot unless the proposed construction plans, specifications, exterior color or finish, and site plan, (showing accurately and in detail the proposed location of such intended structures, including drive, walkways and parking areas), shall have been approved in writing by the Architectural Review Committee, as defined in Paragraph numbered 15 below. Similarly, no lot shall be subjected to landscaping without the prior written approval of said Committee of a plan, acceptable in form to said Committee, for such landscaping.

Generally, the following guidelines will be enforced: (a) no fence shall be erected between the street on which the lot fronts and the front building line of the dwelling located on said lot, (b) no garage can face a street no can be constructed without a door; (c) no bare exposed chimney flues above a roof-line; (d) no metal window frames facing a street; and (d) no mailbox, other than the uniform mailbox used throughout the subdivision, may be erected.

Refusal of approval of such plans, location or specifications may be based upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of said Committee shall appear sufficient. No alteration in the exterior appearance of any existing building or structure shall be made without like approval of said Committee. One (1) copy of all plans and related data shall be furnished said Committee for its records.

3. DWELLING QUALITY AND SIZE. The floor area of the main structure, exclusive of one-story porches and garages, shall be not less than 1,800 square feet for

either a one-story dwelling or for a dwelling of more than one story.

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. No building or other structure shall be located nearer than 10 feet to an interior lot line. No dwelling shall be located on an interior nearer than 10 feet to the rear lot line. For the purpose 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. EASEMENTS. Easements for installation, repair and maintenance of utilities and drainage facilities are reserved as indicated on the aforesaid plat of said subdivision. Drainage flow shall not be obstructed nor be diverted from drainage or utility easements as designated above or on said plat.

6. NUISANCES. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Hobbies or other activities, including but without limiting the generality hereof the assembly and the disassembly of motor vehicles or other mechanical devices, which might lead to disordered, unsightly and unkempt conditions shall be pursued or undertaken in the front or side yards of any lot or in any driveway, garage or carport where such conditions can be seen from any street.

7. 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. The Owner, construction, contractors, and real estate agents may, on a lot or

lots, erect, occupy, and use temporary structures and mobile homes.

8. MAILBOXES AND SIGNS. No mail box, as well as its post, pedestal or stand, shall be erected on any lot unless the design, specifications and location of the same have received the prior written approval of the Architectural Review Committee. No sign shall be erected or maintained on any lot by anyone including, but not limited to, a lot owner, a realtor, a contractor or subcontractor, with the written permission of said Committee or as may be required by legal proceedings. In granting such permission, said Committee reserves the right to specify the size, color and content of any such sign. Likewise, one sign of not more than four square feet, to be used by a contractor only during the construction period of the main dwelling structure or accessory structures on a lot, is permissible

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

11. 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. Each lot owner shall provide containers for garbage, in an area not visible from the frontage street, or provide

underground garbage containers or similar facility in accordance with reasonable standards established by the Architectural Review Committee.

12. 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 installed shall be obtained from such authority.

13. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge 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 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 intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such of such sight lines.

14. TREES. No tree measuring six (6) inches or more in diameter at ground level may be removed without the prior written approval of the Architectural Review Committee, unless its trunk is located within ten (10) feet of the approved site for the dwelling to be located thereon.

15. ARCHITECTURAL REVIEW COMMITTEE. Membership: Persons (and the present business address of each) constituting the membership of the Architectural Review Committee are:

Thomas M. Blanchard, Jr.
c/o Blanchard & Calhoun Real Estate Company

Georgia Railroad Bank Building
Augusta, Georgia 30901

D. Hugh Connolly
c/o Sherman & Hemstreet, Inc.
123 Eighth Street
Augusta, Georgia 30902

William E. Hollingsworth
c/o Blanchard & Calhoun Real Estate Company
Georgia Railroad Bank Building
Augusta, Georgia 30901

William A. Estroff
c/o Sherman & Hemstreet, Inc.
123 Eighth Street
Augusta, Georgia 30902

Travers W. Paine, III
c/o Paine, Dalis, Smith & McElreath, P.C.
454 Greene Street
Augusta, Georgia 30901

A majority of said Committee may designate a representative to act for it. In the event of the death or resignation of any member of said Committee, the remaining members shall have full authority to designate a successor. The Management Committee of the Owner may appoint a new Architectural Review Committee, from time to time, in its sole discretion. Neither the members of said Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to these Protective Covenants.

16. RECREATIONAL LOTS. The Owner, for themselves and their successors, personal representatives and assigns, hereby reserves the right to convey Lot #26 and Lot #27 of Block C of said Section II to a properly organized entity intended to operate as a neighborhood

homeowners' association, whose members include owners of lots within Sections I and II of Cambridge Subdivision, for the purpose of said entity creating, maintaining and operation thereon recreational facilities such as, but not limited to, a swimming pool, playground equipment, garden, and the like, in which event such use of said property shall not constitute a violation of these Protective Covenants but shall be deemed to be consistent herewith so long as it shall be used for such recreational purpose and otherwise complies with the provisions of these Protective Covenants that are not in conflict with such recreational use; provided, however, that all such improvements that said entity may place upon said property shall first be approved, as to the plans, specifications and location therefor, by the Architectural Review Committee provided for elsewhere in these Protective Covenants; provided, further, however, that should either or both of said two lots be conveyed by the Owner to a person or persons other than said entity, the making of such a conveyance and the recording of an appropriate deed of conveyance in said Clerk's office shall be deemed conclusively to constitute an irrevocable waiver by the Owner of the right thereafter to convey the lot or two lots in question to said entity, and said lot or lots, as the case may be, shall thereafter be and remain subject to these Protective Covenants in their capacity as lots on which there has been constructed, or may be constructed, a single-family residential structure.

17. WAIVER. The Architectural Review Committee may, it is sole and uncontrolled 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 whether such requirements appear expressly or by fair and reasonable implication and inference from such

provisions; and the exercise of such waiver need not be evidenced in writing.

18. VARIATION AND RESUBDIVISION. The Owner shall have the right, upon filing for record in said Clerk's Office a plat showing the same, to vary the provisions contained herein with respect to not more than 20 residential building lots in said subdivision in any way whatsoever, including changing lot boundaries, frontage and other dimensions so long as any such variation or resubdivision does not violate the regulations of the Columbia County Planning Commission applicable to such property and so long as any resubdivision of any lot shall not decrease the area thereof by more than fifteen percent (15%). The Comprehensive Zoning Ordinance and Resolution for Columbia County, Georgia, applicable to the property which is the subject of these Protective Covenants, shall be observed at all times. In the event of any conflict between any provision of said Zoning Ordinance and Resolution and these Protective Covenants, the more restrictive provisions shall apply.

19. 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 years from the dated these Covenants are filed for record, after which time said Covenants shall be automatically extended for successive periods of 10 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.

20. 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 or jointly and severally, shall not necessarily 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.

21. SEVERABILITY. Invalidation of any one or more of these Covenants by judgment or court order shall in no wise 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.

WATERVALE NORTH JOINT VENTURE

Sherman & Hemstreet, INC.
By: _____ Signed _____
As its: President
(Corporate Seal)

BLANCHARD & CALHOUN REAL ESTATE
COMPANY
By: _____ Signed _____
As its: President
(Corporate Seal)

Signed _____
NENARD IHNEN

Signed _____
REAMER ALLMOND, JR.

Signed _____
GEORGE W. THURMOND

Signed _____
RICHARD R. GAYLE

Signed _____

TRAVERS W. PAINE, III

Signed

JOE W. HAMILTON

Signed

J. REX FUQUA

Signed

WALTER CAMPBELL, JR.

LENDERS APPROVAL, ASSENT AND EXECUTION

FIRST UNION BANK OF AUGUSTA (formerly Georgia Railroad Bank & Trust company) as owner and holder of that certain Security Deed dated June 16, 1986, executed and delivered in favor of it as grantee therein by WATERVALE NORTH VJOINT VENTURE, consisting of Sherman & Hemstreet, Inc., Blanchard & Calhoun Real Estate Company, each being a corporation organized and existing under the laws of the State of Georgia and each having its principal office in Richmond County, Georgia, as well as Menard Ihnen, Reamer Almond, Jr., Georgia W. Thurmond, Richard R. Gayle, Travers W. Paine, III, Joe W. Hamilton, J. Rex Fuqua and Walter Campbell, Jr., which Security Deed conveys, as security for an indebtedness therein described, title to the property which is the subject matter of the within and foregoing Protective Covenants and which Security Deed is recorded in the office of the Clerk of the Superior Court of Columbia County, Georgia, in Deed Book 482, pages 206-210, joins in the execution hereof for the purpose of expressing its approval and assent to the imposing of said Protective Covenants upon the subject property; provided, however, that nothing herein shall be construed or operate to subordinate the title to the within and foregoing property, as held by the Georgia Railroad Bank & Trust Company under said

Security Deed, to the said Protective Covenants, said Protective Covenants to remain subject and inferior to said Security Deed.

This 2nd day of March, 1987.

FIRST UNION BANK OF AUGUSTA

By: _____ signed _____

As its: _____ VP _____