Iron Gate Community

Declaration of Protective Covenants and 2006 Amendment

Best-Effort Transcription from Original Scan

Disclaimer: This document is a best-effort transcription of the original scanned Declaration of Protective Covenants and related amendment. Because the source scan is difficult to read in places, this transcription should be used as a readable courtesy copy only. If there is any question about wording, please reference the original scanned pages included at the end of this PDF.

Transcription note: *Obvious scan/OCR artifacts have been removed. Original capitalization, punctuation, and wording have been preserved as closely as possible. Words that remain uncertain are marked in brackets.*

STATE OF GEORGIA

COUNTY OF BULLOCH

THIS DECLARATION OF PROTECTIVE COVENANTS, made and published this 15th day of May, 1973, by H. LEHMAN FRANKLIN, JR. and ALVIN G. ROCKER, residents of Bulloch County, Georgia.

WITNESSETH:

THAT, WHEREAS, H. Lehman Franklin, Jr. and Alvin G. Rocker are the owners of a tract of land known as Iron Gate Community shown by a plat recorded in Plat Book 12, page 148, Bulloch County Records, said tract of land being designated as Phase One, Iron Gate Community, and consisting of Lots 1 through 14, Block A, Lots 1, 19, 18, 17, Block B; Lots 1 through 7, Block C; Lots 1 and 2, Block D; Lot 9, Block E; and Lot 6, Block F; and

WHEREAS, it is to the interest, benefit and advantage of H. LEHMAN FRANKLIN, JR. and ALVIN G. ROCKER and to each and every person who shall hereafter purchase any lot in said Community 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; and,

WHEREAS, H. LEHMAN FRANKLIN, JR. and ALVIN G. ROCKER deem it desirable to have a committee to administer said conditions and restrictions, and do hereby name themselves as the permanent committee to serve during the life of this contract and to be hereinafter referred to as the committee, with the understanding and agreement that the committee may be increased from two to five by mutual consent of the above named original members of the committee. New members of the committee shall be elected by a majority of the committee for a term of five years. A majority vote of the committee shall determine a decision in all questions referred to the committee.

NOW, THEREFORE, in consideration of the premises, H. LEHMAN FRANKLIN, JR. and ALVIN G. ROCKER, for themselves, their successors and assigns and their future grantees do hereby place and impose the following conditions, restrictions, covenants, reservations, easements, liens and charges as detailed hereinafter, on real property located in the County of Bulloch, State of Georgia, and being more particularly described as follows:

All those certain lots, tracts or parcels of land situate, lying, and being in the 1209th G. M. District of Bulloch County, Georgia, and being more particularly designated on a plat dated May 14, 1973, prepared by Lamar O. Reddick, Surveyor, recorded in Plat Book 12, page 148, Bulloch County Records, as Lots 1 through 14, Block A; Lots 1, 19, 18, 17, Block B; Lots 1 through 7, Block C; Lots 1 and 2, Block D; Lot 9, Block E; and Lot 6, Block F, said plat being by reference hereto made a part of this description.

No property other than that described above shall be deemed subject to this Declaration of Protective Covenants, unless and until specifically made subject thereto. The declarants may, from time to time, subject additional real property to the restrictions, covenants, reservations, liens, and charges herein set forth by appropriate reference hereto.

1. LAND USE AND BUILDING TYPE:

(a) None of said lots may be improved, used or occupied for other than private residential purposes and no flat, duplex, or apartment house, though intended for residential purposes, may be erected thereon. Any residence erected or maintained thereon shall be designated for occupancy by a single family.

(b) No professional office, business, trade or commercial activity of any kind shall be conducted in any building or on any portion of any lot, block or building-site.

(c) All building sites in the tract shall be known and described as residential building sites.

(d) No structures shall be erected, altered, placed or permitted to remain on any building site other than one detached single family dwelling not to exceed two and one-half stories in height, a private garage for not more than three cars, guest houses, servants' quarters, and other outbuildings clearly incidental to residential use of the premises.

(e) No animals, livestock, or poultry of any kind other than house pets, shall be kept or maintained on any part of said property. Dogs and cats may be kept upon said property provided that they are not kept, bred, or maintained for any commercial use or purpose.

(f) No noxious, offensive or illegal 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. No trash, paper, garbage, or refuse of any kind shall be dumped on other lots or adjoining lands.

(g) No clothes line except spindle type shall be permitted and then only on the portion of the lot to the rear of the house.

(h) No greenhouses will be permitted upon the premises.

2. ARCHITECTURAL CONTROL:

No building shall be erected, placed or altered on any lot until the construction plans and specifications and plan showing location of the structure have been approved by the committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot unless similarly approved. No building shall be erected in which asphalt siding or asbestos siding is used on the exterior. The approval must be in writing from the committee. In the event the committee fails to approve or disapprove said design or location within thirty (30) days after submission of a written request, then such approval shall not be required provided the design and location are in harmony with existing structures and locations in the tract, and do not violate any restrictive covenant.

3. DWELLING QUALITY AND SIZE:

The minimum floor area of any main dwelling structure, exclusive of open porches, terraces, patios, carports and garages, constructed on Lots 1 through 14, Block A; Lots 1, 19, 18, 17, Block B; Lots 1 through 7, Block C; Lots 1 and 2, Block D; Lot 9, Block E; and Lot 6, Block F, shall be as follows:

Single story, frame, 2250 square feet; Single story, brick veneer or solid masonry, 2000 square feet; Story and one-half, frame, ground floor, 1600 square feet, with minimum total square footage of 2000 square feet; Story and one-half, brick veneer or solid masonry, ground floor, 1250 square feet, with minimum total square footage of 2000 square feet. Two-story, frame, 2400 square feet; Two-story, brick veneer or solid masonry, 2000 square feet.

The minimum floor area herein referred to shall not include basements, attics, garages, or open porches of any type.

No dwelling house shall be erected without providing a parking space consisting of a durable surfaced area, enclosed in the dwelling house, in an outbuilding, or unenclosed carport sufficient in size to store one standard automobile. Said garage or carport shall be connected by a paved driveway of hot-mix asphalt or concrete connecting the parking space (garage or carport) with a street and permitting ingress and egress of an automobile; the opening of said parking space shall not be visible from the street. Provided, however, that if said paved driveway must extend more than one hundred (100) feet in order to connect said garage or carport to the street, the committee may waive this connecting requirement by doing so in writing, provided that a minimum drive from the street shall not be less than one hundred (100) feet. The driveway connection at the street shall be approved by the committee as to structural design, quality of workmanship, and harmony of external design with existing driveways. The approval must be in writing from the committee. In the event the

committee fails to approve or disapprove said design within thirty days after submission of a written request, then such approval shall not be required, provided, however, said design does not violate any restrictive covenant.

4. BUILDING LOCATION:

No building shall be located on any lot nearer to the front lot line or nearer to the side street than the minimum building setback lines shown on the recorded plat. No building shall be located nearer than ten feet to an interior lot line, except, that a two foot side yard shall be required for a garage or other permitted accessory building located sixty feet or more from the minimum building setback line. No dwelling shall be located on an interior lot nearer than thirty feet to the rear lot line; swimming pools, the highest projection of which shall not exceed three feet, and outdoor fireplaces not to exceed six feet in height, may be erected and maintained within the rear set-back but not nearer than twenty feet from the rear lot line of any lot. Detached garages not more than one story in height may be erected and maintained within the rear set back but not nearer than ten feet from the rear line of any lot. No such improvements, however, may be placed in or upon land reserved for easements. For the purpose of this covenant, eaves and steps 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. Exceptions to the requirements of this paragraph may be made by the committee in such instances as the committee shall feel warranted in order to prevent an unnecessary or undue hardship. Notwithstanding anything to the contrary herein, the committee shall have the right to permit reasonable modifications of the set-back requirements wherein the discretion of the committee strict enforcement of these set back provisions work a hardship.

5. SUBDIVISION OF LOTS:

No lot shall be subdivided for sale or otherwise so as to reduce the total lot area shown on the recorded maps or plats, except by and with the consent of the committee. No street shall be extended into or connected with adjoining properties except by written consent of the committee; it being the will and intent of the committee that certain streets as designated on the plat shall remain dead end drives, or circles with park areas in such designated areas, to remain as such unless otherwise determined by the committee.

6. EASEMENTS:

(a) No title to land in any street is intended to be conveyed, or shall be conveyed to the grantee under any deed, or to the purchaser under any contract of purchase, unless expressly so provided in such deed or contract of purchase.

(b) H. Lehman Franklin, Jr. and Alvin G. Rocker reserve an easement in and right at any time in the future to grant a fifteen foot or a twenty-five foot right of way as designated on said plat, over, under and along the rear line of each lot for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, or other utilities including water and sewerage service. H. Lehman Franklin, Jr. and Alvin G. Rocker also reserve an easement in and right at any time in the future to grant a ten foot right of way over, under and along the front line of each lot for the same uses and purposes.

(c) Declarants may include in any contract or deed hereafter made additional protective covenants and restrictions not inconsistent with those contained herein.

(d) No dwelling house, garage, outbuildings, or other structures of any kind shall be built, erected or maintained upon any such easements and said easements shall, at all times, be open and accessible to public and quasi-public utility corporations, and other persons erecting, constructing or servicing such utilities and quasi-public utilities, and to declarants, their heirs and assigns, all of whom shall have the right of ingress and egress thereto and therefrom, and the right and privilege of doing whatever may be necessary in, under and upon said locations for the carrying out of any of the purposes for which said easements, reservations and rights of way are reserved, or may hereafter be reserved.

(e) Drainage flow shall not be obstructed nor be diverted from drainage or utility easements as designated above or on the recorded plat. The declarants reserve a two foot strip along the rear of all lots for drainage purposes, said easement being within the fifteen foot and twenty-five foot easements as designated on the above referred to plat.

7. NUISANCES:

(a) No noxious or offensive trade or activity shall be carried on upon any building site nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(b) No temporary building, mobile home, tent, shack, garage, barn, or other outbuilding erected on a building site covered by these covenants shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

(c) No oil drilling, development, or refining operation, mining, quarrying, or operation of sand and gravel pits, no soil removal or topsoil stripping, or operations of any kind shall be permitted upon or in any of the building sites in the tract described herein, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any of the building sites covered by these restrictions.

(d) No fuel pumps may be maintained on the premises.

(e) No above ground tanks of any type shall be maintained on the premises.

(f) No motor vehicle shall be permitted to remain on the premises for more than thirty (30) days in an inoperative condition, and no car repairs of a major nature may be carried on upon the premises.

(g) All boats, boat trailers, travel trailer and campers shall be kept in the garage or carport.

(h) Water may not be taken from any lake on other lands of H. Lehman Franklin, Jr. and Alvin G. Rocker.

8. SIGNS:

No signs, advertisements, billboards, or advertising structures of any kind may be erected or maintained on any of the lots hereby restricted without the consent in writing of the committee; provided, however, that permission is hereby granted for the erection and maintenance of not more than one advertising board on each lot, or tract as sold and conveyed, which advertising board shall not be more than 5 square feet in size and may be used for the sole and exclusive purpose of advertising for sale or lease, the lot or tract upon which it is erected.

9. 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 equipment for the storage of such material shall be kept in a clean and sanitary condition. No trash or garbage shall be burned on any lot.

10. SEWAGE DISPOSAL:

(a) Individual sewage disposal shall be permitted; however, said systems shall be 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.

(b) Provided, however, that at such time, during the term of these covenants, as a sewage collection system may be provided for the entire subdivision, any lot which then has an individual sewage disposal system shall be connected to the subdivision's sewage collection system. The cost of making such connection shall be borne by the owners of any such lots at the time of connection including any tap-in fee.

11. STREET LIGHTING:

Each lot within the subdivision shall be subject to a charge of $1.00 per month for street light service provided for said subdivision, payable to the electric power company or other entity providing said service. Payment shall commence when service is installed.

12. LIENS:

(a) The cost of making the connection to the sewage collection system for the entire subdivision, provided for in Paragraph 10 of these restrictive covenants, and the monthly charge of $1.00 for street light service, provided for in Paragraph 11 of these restrictive covenants, shall be liens or encumbrances on the land and acceptance of each of the several deeds to lots in this subdivision, not including thereby a mortgagee or lender under a properly recorded mortgage or deed to secure debt, shall be construed to be a covenant to pay said cost and charge. The person or parties responsible for providing said sewage system to the subdivision and electric light service shall have the right to take and prosecute all actions or suits, legal or otherwise, which may be necessary to collect the charges required to be made by the lot owners under the provisions of Paragraphs 10 and 11 of these restrictive covenants.

(b) The liens hereby reserved, however, shall be at all times subordinate to the lien of any mortgagee or lender of any sums secured by a properly recorded mortgage or deed to secure debt, to the end and intent that the lien of any mortgage shall be paramount to the liens imposed herein.

13. PRIVATE WATER SUPPLY SYSTEM:

No individual water supply system shall be permitted on any single lot unless approval for such water supply system is obtained from declarants.

14. SIGHT DISTANCE AT INTERSECTIONS:

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five 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 to 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.

15. 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.

16. ENFORCEMENT:

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

17. SEVERABILITY:

Invalidation of any one 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.

18. LIMITATION OF RESTRICTIONS:

Nothing uttered herein shall be held or construed to impose any restrictions on or easements in any lands of H. Lehman Franklin, Jr. and Alvin G. Rocker other than the land specifically designated on page 2 of these protective covenants as being subject to said protective covenants.

IN WITNESS WHEREOF, H. LEHMAN FRANKLIN, JR. and ALVIN G. ROCKER have caused this instrument to be executed this 15th day of May, 1973.

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS OF IRONGATE

After recording, return to H. Lehman Franklin, Jr., Attorney at Law, Statesboro, Georgia.

GEORGIA, BULLOCH COUNTY

THIS AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS made and published this 29 day of December, 2006, by H. Lehman Franklin, Jr., resident of Bulloch County, Georgia, and David Bobo, resident of Bulloch County, Georgia;

WITNESSETH:

WHEREAS, H. Lehman Franklin, Jr. and David Bobo are the permanent committee to administer the restrictive covenants of Iron Gate, to-wit: Declaration of Protective Covenants dated May 15, 1973, recorded in Deed Book 344, pages 172-183, Bulloch County Records, and amendments thereto; and

WHEREAS, the Irongate Homeowner Association (hereinafter "the Association") has been formed and the Association's Constitution and Bylaws were adopted March 16, 2003; and

WHEREAS, the Association has determined that it would be in the best interest of Iron Gate if the residents, i.e. owners and occupiers of homes in Iron Gate, were required to pay dues to the Association in order to assure a clean, well-maintained neighborhood, enhance infrastructure, provide a pleasant environment for residents, arrange recreational and social activities, etc.; and

WHEREAS, on September 21, 2006, there were 220 homes in Iron Gate; and

WHEREAS, the Committee has received signed agreements from the owners of 161 homes, representing approximately 73% of the homeowners, plus 15 signed agreements from the owners of vacant lots; and

WHEREAS, the Committee is desirous of amending the declaration of protective covenants referred to above after having received a written mandate of more than two-thirds of the lot owners who reside in Iron Gate; and

NOW, THEREFORE, it is agreed by the committee that the Declaration of Protective Covenants dated May 15, 1973, recorded in Deed Book 344, pages 172-183, Bulloch County Records, and amendments thereto, be further amended by adding the following covenants:

1. ANNUAL DUES AND ASSESSMENTS:

Annual dues shall be required to be paid to the Association by all Lot Residents in Iron Gate whose lots are subject to that certain Declaration of Protective Covenants dated May 15, 1973, recorded in Deed Book 344, pages 172-183, Bulloch County Records, as amended.

"Lot Resident" is defined as a person (or persons) who owns and occupies, or leases, a house on a lot in Iron Gate, but shall not include the owner of any vacant lot, nor shall it include the contractor of a house which is under construction.

Annual dues shall accrue on January 1 of each year and shall be due and payable by the following March 1. Annual dues which shall accrue on January 1, 2007, shall be $75.00. However, annual dues may be increased at the fall General Meeting beginning in 2007 by a majority vote of the members of the Association based upon the projected annual needs of the Association.

2. LIENS:

(a) The Association dues provided for in paragraph 1 above shall constitute liens on the lot(s) of Lot Residents delinquent in dues or assessment payment.

(b) Such liens shall be at all times subordinate to the lien of any mortgagee or lender of any sums secured by a properly recorded mortgage or deed to secure debt, to the end and intent that the lien of any mortgage shall be paramount to the liens imposed by the Association.

IN WITNESS WHEREOF, H. Lehman Franklin, Jr. and David Bobo have executed this instrument this [unclear in scan; appears to be 29th] day of December, 2006.

Original Scan Reference Pages

The following pages are the original scanned materials used for this best-effort transcription. They are included for reference if wording in the transcription needs to be checked against the scan.

STATE OF GEORGIA

COUNTY OF BULLOCH

THIS DECLARATION OF PROTECTIVE COVENANTS, made and published this 15th day of May, 1973, by H. LEHMAN FRANKLIN, JR. and ALVIN G. ROCKER, residents of Bulloch County, Georgia.

W I T N E S S E T H:

THAT, WHEREAS, H. Lehman Franklin, Jr. and Alvin G. Rocker are the owners of a tract of land known as Iron Gate Community shown by a plat recorded in Plat Book 12, page 148, Bulloch County Records, said tract of land being designated as Phase One, Iron Gate Community, and consisting of Lots 1 through 14, Block A, Lots 1, 19, 18, 17, Block B; Lots 1 through 7, Block C; Lots 1 and 2, Block D; Lot 9, Block E; and Lot 6, Block F; and

WHEREAS, it is to the interest, benefit and advantage of H. LEHMAN FRANKLIN, JR. and ALVIN G. ROCKER and to each and every person who shall hereafter purchase any lot in said Community 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; and,

WHEREAS, H. LEHMAN FRANKLIN, JR. and ALVIN G. ROCKER deem it desirable to have a committee to administer said conditions and restrictions, and do hereby name themselves as the permanent committee to serve during the life of this contract and to be hereinafter referred to as the committee, with the understanding and agreement that the committee may be increased from two to five by mutual consent of the above

H. LEHMAN FRANKLIN, JR.
ATTORNEY AT LAW
P. O. BOX 284
STATESBORO, GA. 30458

named original members of the committee. New members of the committee shall be elected by a majority of the committee for a term of five years. A majority vote of the committee shall determine a decision in all questions referred to the committee.

NOW, THEREFORE, in consideration of the premises, H. LEHMAN FRANKLIN, JR. and ALVIN G. ROCKER, for themselves, their successors and assigns and their future grantees do hereby place and impose the following conditions, restrictions, covenants, reservations, easements, liens and charges as detailed hereinafter, on real property located in the County of Bulloch, State of Georgia, and being more particularly described as follows:

All those certain lots, tracts or parcels of land situate, lying, and being in the 1209th G. M. District of Bulloch County, Georgia, and being more particularly designated on a plat dated May 14, 1973, prepared by Lamar O. Reddick, Surveyor, recorded in Plat Book 12, page 148, Bulloch County Records, as Lots 1 through 14, Block A; Lots 1, 19, 18, 17, Block B; Lots 1 through 7, Block C; Lots 1 and 2, Block D; Lot 9, Block E; and Lot 6, Block F, said plat being by reference hereto made a part of this description.

No property other than that described above shall be deemed subject to this Declaration of Protective Covenants, unless and until specifically made subject thereto. The declarants may, from time to time, subject additional real property to the restrictions, covenants, reservations, liens, and charges herein set forth by appropriate reference hereto.

1. LAND USE AND BUILDING TYPE: (a) None of said lots may be improved, used or occupied for other than private residential purposes and no flat, duplex, or apartment house, though intended for residential purposes, may be erected thereon. Any residence erected or maintained thereon shall be designated for occupancy by a single family.

(b) No professional office, business, trade or

commercial activity of any kind shall be conducted in any building or on any portion of any lot, block or building site.

(c) All building sites in the tract shall be known and described as residential building sites.

(d) No structures shall be erected, altered, placed or permitted to remain on any building site other than one detached single family dwelling not to exceed two and one-half stories in height, a private garage for not more than three cars, guest houses, servants' quarters, and other out-buildings clearly incidental to residential use of the premises.

(e) No animals, livestock, or poultry of any kind other than house pets, shall be kept or maintained on any part of said property. Dogs and cats may be kept upon said property provided that they are not kept, bred, or maintained for any commercial use or purpose.

(f) No noxious, offensive or illegal 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 No trash, paper, garbage, or refuse of any kind shall be dumped on other lots or adjoining lands.

(g) No clothes line except spindle type shall be permitted and then only on the portion of the lot to the rear of the house.

(h) No greenhouses will be permitted upon the premises.

2. ARCHITECTURAL CONTROL: No building shall be erected, placed or altered on any lot until the construction plans and specifications and plan showing location of the structure have been approved by the committee as to quality of workmanship and materials, harmony of external design with

existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot unless similarly approved. No building shall be erected in which asphalt siding or asbestos siding is used on the exterior. The approval must be in writing from the committee. In the event the committee fails to approve or disapprove said design or location within thirty (30) days after submission of a written request, then such approval shall not be required provided the design and location are in harmony with existing structures and locations in the tract, and do not violate any restrictive covenant.

3. DWELLING QUALITY AND SIZE. The minimum floor area of any main dwelling structure, exclusive of open porches, terraces, patios, carports and garages, constructed on Lots 1 through 14, Block A; Lots 1, 19, 18, 17, Block B; Lots 1 through 7, Block C; Lots 1 and 2, Block D; Lot 9, Block E; and Lot 6, Block F, shall be as follows:

Single story, frame, 2250 square feet;

Single story, brick veneer or solid masonry, 2000 square feet;

Story and one-half, frame, ground floor, 1600 square feet, with minimum total square footage of 2000 square feet;

Story and one-half, brick veneer or solid masonry, ground floor, 1250 square feet, with minimum total square footage of 2000 square feet.

Two-story, frame, 2400 square feet;

Two-story, brick veneer or solid masonry, 2000 square feet.

The minimum floor area herein referred to shall not include basements, attics, garages, or open porches of any type.

No dwelling house shall be erected without providing a parking space consisting of a durable surfaced area, enclosed in the dwelling house, in an outbuilding, or unenclosed carport sufficient in size to store one standard automobile. Said garage or carport shall be connected by a paved driveway of hot-mix asphalt or concrete connecting the parking space (garage or carport) with a street and permitting ingress and egress of an automobile; the opening of said parking space shall not be visible from the street. Provided, however, that if said paved driveway must extend more than one hundred (100) feet in order to connect said garage or carport to the street, the committee may waive this connecting requirement by doing so in writing, provided that a minimum drive from the street shall not be less than one hundred (100) feet. The driveway connection at the street shall be approved by the committee as to structural design, quality of workmanship, and harmony of external design with existing driveways. The approval must be in writing from the committee. In the event the committee fails to approve or disapprove said design within thirty days after submission of a written request, then such approval shall not be required, provided, however, said design does not violate any restrictive covenant.

4. BUILDING LOCATION: No building shall be located on any lot nearer to the front lot line or nearer to the side street than the minimum building setback lines shown on the recorded plat. No building shall be located nearer than ten feet to an interior lot line, except, that a two foot side yard shall be required for a garage or other permitted accessory building located sixty feet or more from the minimum building setback line. No dwelling shall be located on an interior

lot nearer than thirty feet to the rear lot line; swimming pools, the highest projection of which shall not exceed three feet, and outdoor fireplaces not to exceed six feet in height, may be erected and maintained within the rear set-back but not nearer than twenty feet from the rear lot line of any lot. Detached garages not more than one story in height may be erected and maintained within the rear set-back but not nearer than ten feet from the rear line of any lot. No such improvements, however, may be placed in or upon land reserved for easements. For the purpose of this covenant; eaves and steps 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. Exceptions to the requirements of this paragraph may be made by the committee in such instances as the committee shall feel warranted in order to prevent an unnecessary or undue hardship. Notwithstanding anything to the contrary herein, the committee shall have the right to permit reasonable modifications of the set-back requirements wherein the discretion of the committee strict enforcement of these set-back provisions work a hardship.

5. SUBDIVISION OF LOTS: No lot shall be subdivided for sale or otherwise so as to reduce the total lot area shown on the recorded maps or plats, except by and with the consent of the committee. No street shall be extended into or connected with adjoining properties except by written consent of the committee; it being the will and intent of the committee that certain streets as designated on the plat shall remain dead end drives, or circles with park areas in such designated areas, to remain as such unless otherwise determined by the committee.

6. EASEMENTS: (a) No title to land in any street

is intended to be conveyed, or shall be conveyed to the grantee under any deed, or to the purchaser under any contract of purchase, unless expressly so provided in such deed or contract of purchase.

(b) H. Lehman Franklin, Jr. and Alvin G. Rocker reserve an easement in and right at any time in the future to grant a fifteen foot or a twenty-five foot right of way as designated on said plat, over, under and along the rear line of each lot for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, or other utilities including water and sewerage service. H. Lehman Franklin, Jr. and Alvin G. Rocker also reserve an easement in and right at any time in the future to grant a ten foot right of way over, under and along the front line of each lot for the same uses and purposes.

(c) Declarants may include in any contract or deed hereafter made additional protective covenants and restrictions not inconsistent with those contained herein.

(d) No dwelling house, garage, outbuildings, or other structures of any kind shall be built, erected or maintained upon any such easements and said easements shall, at all times, be open and accessible to public and quasi-public utility corporations, and other persons erecting, constructing or servicing such utilities and quasi-public utilities, and to declarants, their heirs and assigns, all of whom shall have the right of ingress and egress thereto and therefrom, and the right and privilege of doing whatever may be necessary in, under and upon said locations for the carrying out of any of the purposes for which said easements, reservations and rights of way are reserved, or may hereafter be reserved.

(e) Drainage flow shall not be obstructed nor be diverted from drainage or utility easements as designated above or on the recorded plat. The declarants reserve a two foot strip along the rear of all lots for drainage purposes, said easement being within the fifteen foot and twenty-five foot easements as designated on the above referred to plat.

7. NUISANCES: (a) No noxious or offensive trade or activity shall be carried on upon any building site nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(b) No temporary building, mobile home, tent, shack, garage, barn, or other outbuilding erected on a building site covered by these covenants shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

(c) No oil drilling, development, or refining operations mining, quarrying, or operation of sand and gravel pits, no soil removal or topsoil stripping, or operations of any kind shall be permitted upon or in any of the building sites in the tract described herein, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any of the building sites covered by these restrictions.

(d) No fuel pumps may be maintained on the premises.

(e) No above ground tanks of any type shall be maintained on the premises.

(f) No motor vehicle shall be permitted to remain on the premises for more than thirty (30) days in an inoperative condition, and no car repairs of a major nature may be carried on upon the premises.

(g) All boats, boat trailers, travel trailer and campers shall be kept in the garage or carport.

(h) Water may not be taken from any lake on other lands of H. Lehman Franklin, Jr. and Alvin G. Rocker.

8. SIGNS: No signs, advertisements, billboards, or advertising structures of any kind may be erected or maintained on any of the lots hereby restricted without the consent in writing of the committee; provided, however, that permission is hereby granted for the erection and maintenance of not more than one advertising board on each lot, or tract as sold and conveyed, which advertising board shall not be more than 5 square feet in size and may be used for the sole and exclusive purpose of advertising for sale or lease, the lot or tract upon which it is erected.

9. 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 equipment for the storage of such material shall be kept in a clean and sanitary condition. No trash or garbage shall be burned on any lot.

10. SEWAGE DISPOSAL: (a) Individual sewage disposal shall be permitted; however, said systems shall be 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.

(b) Provided, however, that at such time, during of the term these covenants, as a sewage collection system shall be provided for the entire subdivision, any lot which then has an individual sewage disposal system shall be connected

to the subdivision's sewage collection system. The cost of making such connnection shall be borne by the owners of any such lots at the time of connection including any tap-in fee.

11. STREET LIGHTING: Each lot within the subdivision shall be subject to a charge of $1.00 per month for street light service provided for said subdivision, payable to the electric power company or other entity providing said service. Payment shall commence when service in installed.

12. LIENS: (a) The cost of making the connection to the sewage collection system for the entire subdivision, provided for in Paragraph 10 of these restrictive covenants, and the monthly charge of $1.00 for street light service, provided for in Paragraph 11 of these restrictive covenants, shall be liens or encumbrances on the land and acceptance of each of the several deeds to lots in this subdivision, not including thereby a mortgagee or lender under a properly recorded mortgage or deed to secure debt, shall be construed to be a covenant to pay said cost and charge. The person or parties responsible for providing said sewage system to the subdivision and electric light service shall have the right to take and prosecute all actions or suits, legal or otherwise, which may be necessary to collect the charges required to be made by the lot owners under the provisions of Paragraphs 10 and 11 of these restrictive covenants.

(b) The liens hereby reserved, however, shall be at all times subordinate to the lien of any mortgagee or lender of any sums secured by a properly recorded mortgage or deed to secure debt, to the end and intent that the lien of any mortgage shall be paramount to the liens imposed herein.

13. PRIVATE WATER SUPPLY SYSTEM: No individual

water supply system shall be permitted on any single lot unless approval for such water supply system is obtained from declarants.

14. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five 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 to any lot within ten feet from the intersection of a street property line with the edge of a driveway of 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.

15. 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.

16. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violatio or to recover damages.

17. SEVERABILITY: Invalidation of any one 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.

18. LIMITATION OF RESTRICTIONS: Nothing uttered herein shall be held or construed to impose any restrictions on or easements in any lands of H. Lehman Franklin, Jr. and Alvin G. Rocker other than the land specifically designated on page 2 of these protective covenants as being subject to said protective covenants.

IN WITNESS WHEREOF, H. LEHMAN FRANKLIN, JR. and ALVIN G. ROCKER have caused this instrument to be executed this 15th day of May, 1973.

H. LEHMAN FRANKLIN, JR. (SEAL)

ALVIN G. ROCKER (SEAL)

Signed, sealed and delivered
in the presence of

Notary Public

GEORGIA, BULLOCH COUNTY
Office of Clerk Superior Court

This is to certify that the within instrument was filed on the 18 day of May 1973 at 5:40 o'clock P. M., and duly recorded on the 30 day of May 1973 in Deed Record No. 3440 page 172-183

CLERK BULLOCH SUPERIOR COURT

Deed Doc: AGRE
Recorded 12/29/2006 02:32PM
Georgia Intangible Tax Paid: $0.00
Clerk Superior Court, BULLOCH County, Ga.
Bk 01717 Pg 0368-0370

After recording, return to
H. Lehman Franklin, Jr.
Attorney at Law
Statesboro, Georgia

GEORGIA, BULLOCH COUNTY

AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS
OF
IRON GATE

THIS AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS made and published this 29 day of Dec., 2006, by H. Lehman Franklin, Jr., resident of Bulloch County, Georgia, and David Bobo, resident of Bulloch County, Georgia;

WITNESSETH:

WHEREAS, H. Lehman Franklin, Jr. and David Bobo are the permanent committee to administer the restrictive covenants of Iron Gate, to-wit: Declaration of Protective Covenants dated May 15, 1973, recorded in Deed Book 344, pages 172-183, Bulloch County Records, and amendments thereto; and

WHEREAS, the Irongate Homeowner Association (hereinafter "the Association") has been formed and the Association's Constitution and Bylaws were adopted March 16, 2003; and

WHEREAS, the Association has determined that it would be in the best interest of Iron Gate if the residents, i.e. owners and occupiers of homes in Iron Gate, were required to pay dues to the Association in order to assure a clean, well-maintained neighborhood,

enhance infrastructure, provide a pleasant environment for residents, arrange recreational and social activities, etc.; and

WHEREAS, on September 21, 2006, there were 220 homes in Iron Gate; and

WHEREAS, the Committee has received signed agreements from the owners of 161 homes, representing approximately 73% of the homeowners, plus 15 signed agreements from the owners of vacant lots; and

WHEREAS, the Committee is desirous of amending the declaration of protective covenants referred to above after having received a written mandate of more than two-thirds of the lot owners who reside in Iron Gate; and

NOW, THEREFORE, it is agreed by the committee that the Declaration of Protective Covenants dated May 15, 1973, recorded in Deed Book 344, pages 172-183, Bulloch County Records, and amendments thereto, be further amended by adding the following covenants:

1 Annual Dues and Assessments. Annual dues shall be required to be paid to the Association by all Lot Residents in Iron Gate whose lots are subject to that certain Declaration of Protective Covenants dated May 15, 1973, recorded in Deed Book 344, pages 172-183, Bulloch County Records, as amended. "Lot Resident" is defined as a person (or persons) who owns and occupies, or leases, a house on a lot in Iron Gate, but shall not include the owner of any vacant lot, nor shall it include the contractor of a house which is under construction. Annual dues shall accrue on January 1 of each year and shall be due and payable by the following March 1. Annual dues which shall accrue on January 1, 2007, shall be $75.00. However,

annual dues may be increased at the fall General Meeting beginning in 2007 by a majority vote of the members of the Association based upon the projected annual needs of the Association.

2. Liens. (a) The Association dues provided for in paragraph 1 above shall constitute liens on the lot(s) of Lot Residents delinquent in dues or assessment payment. (b) Such liens shall be at all times subordinate to the lien of any mortgagee or lender of any sums secured by a properly recorded mortgage or deed to secure debt, to the end and intent that the lien of any mortgage shall be paramount to the liens imposed by the Association.

IN WITNESS WHEREOF, H. Lehman Franklin, Jr. and David Bobo have executed this instrument this 29 day of Dec. 2006.

(SEAL)
H. LEHMAN FRANKLIN, JR.

Signed, sealed and delivered
In the presence of

Notary Public
LINDA C. CONLEY NOTARY PUBLIC BULLOCH COUNTY, GA.

(SEAL)
DAVID BOBO

Signed, sealed and delivered
In the presence of

Notary Public
LINDA C. CONLEY NOTARY PUBLIC Comm. Exp. 2/14/10 BULLOCH COUNTY, GA.