

STATE OF GEORGIA
COUNTY OF TOWNS

Towns County, Georgia
Clerk's Office Superior Court
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DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, RESERVATIONS,
TERMS AND CONDITIONS GOVERNING BELL CREEK ESTATES

WHEREAS, the undersigned, hereinafter referred to as "THE OWNERS," of a certain tract of land hereinafter described, as developed said lands and subdivided said lands into lots for the purpose of selling the same for residential purposes; and

WHEREAS, the "Owners" desire that said lots in said tract of land be subject to certain covenants, restrictions, easements, reservations, terms and conditions for the protection of both "THE OWNERS", their successors and assigns, and all persons who may acquire ownership of lots in said subdivision by purchase or otherwise.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that "THE OWNERS" of the lands hereinafter described, for full value received, and in consideration of the obligations of "THE OWNERS" to all persons who acquire ownership of lots in said subdivision, do hereby establish conditions with regard to said land as follows:

1.

The lands to which this Declaration applies are the lands known as Bell Creek Estates Subdivision, Phase IV, in Land Lots 6 and 7, 18th District, 1st Section of Towns County, Georgia, as shown on a plat of survey by Tanrok Engineering, Inc., dated September 10, 1996, recorded in Plat Book 19, page 205 on 2-21, 1997, Towns County records, which description on said plat of survey is incorporated herein by reference and made a part hereof. Lot 19, which is part of Bell Scene Baptist Church, is exempt from paragraphs 2, 3, & 4 and 10 & 11 (first sentence only) of these deed restrictions. All other paragraphs do apply to lot 19 and lot 19 cannot be used as a cemetery.

2.

Lots 1-18 shall be for residential purpose only. No building shall be allowed except a single family dwelling and a carport or private garage, constructed of the same exterior materials and similar appearance as the residence. Only lots 9 (after 2004) and 16 may be subdivided one time with a minimum lot size of 1.2 acres. Lot lines of two adjoining lots of 1.3 acres or larger may be changed, but not to create a new lot.

3.

No house or other structure shall be used for office or business purposes except that private offices may be maintained and used so long as such use is incidental to the primary residential use of such house.

4.

All houses shall be constructed with no less than one thousand (1,000) square feet of heated living space on one floor, or fifteen hundred (1,500) square feet on two floors, exclusive of any carport, garage, basement, deck, patio or open or closed screen porches.

5.

No building or any part thereof, including garage and porches shall be erected on any lot closer than fifty (50) feet to the centerline of the road right of way or twenty (20) feet to side lot lines or rear lot line, except lots bordering Bell Creek will have a fifty (50) foot set back from the creek. Where more than one lot is acquired as a single building site, the side lot lines shall refer only to the lot lines bordering the adjoining property owners.

6.

Only site-built buildings will be allowed on any lot. No mobile home, house trailer, travel trailer, or other similar facilities shall be constructed, maintained, placed or otherwise allowed to be situated on any portion of said lots if such facilities are occupied as living quarters, but it will be permissible to use a travel trailer, camper or motor home during the construction period.

7.

When the construction of any building is once begun, work thereon must be prosecuted diligently and completed within 18 months. The exterior shall be completed within six (6) months. All building debris shall be cleaned up and removed from the lot and a reasonable amount of landscaping (such as removal of excess dirt, leveling or terracing of yards) shall be completed within a reasonable period of time after the completion of the house.

8.

Each building shall be on a solid foundation of block, stone or brick. All exterior cement or cinder block surfaces must be covered with either brick, stone, rock or stucco. All exterior wood surfaces shall be either painted or stained or treated for weathering where a natural weathered appearance is desired. Wooden fences only shall be allowed. No sewage disposal system shall be permitted or used on any lot unless said system is located, constructed and maintained in accordance with the requirements, standards, and recommendations of the appropriate public health authority, and approval of said system shall be obtained from said authority prior to beginning of construction of any dwelling on any lot.

9.

No livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, and

other household pets are permitted so long as they are kept within the lot boundary lines and are not raised for commercial purposes. However, horses are permitted on 1.2 acres or larger lots as long as they do not exceed one (1) per 1.2 acres and the wooden fence is set back 20' from the side lot lines.

10.

No commercial signs except real estate brokers or owners signs of "For Sale" or "For Rent" or such signs as may be required by legal proceedings shall be erected or maintained on any lot.

11.

No lot shall be used for commercial activity or business. No lot shall be used in whole or part for any illegal activity nor for the storage of any hazardous materials, inoperable vehicles, trash and rubbish of any character whatsoever, nor for the storage of any property or thing that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property.

12.

All utility lines (including electrical, cable and telephone lines) shall be placed underground and no outside utility lines shall be placed overhead.

13.

No title or interest in any portion of the above described property shall be sold or conveyed on a timeshare or interval ownership basis.

14.

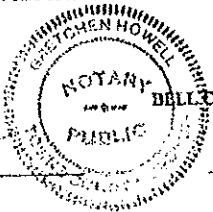
It is explicitly understood by the lot owner that damage to the subdivision roads caused directly by construction of a particular owner shall be the responsibility of said owner to repair immediately.

15.

There are hereby reserved for the purpose of installing and maintaining municipal and public utility facilities and for such other purposes incidental to the development of the property, easements along the subdivision roads, creek frontage, and lot lines. All claims for damages, if any, arising out of the construction, maintenance, and repair of utilities or on account of temporary or other inconveniences caused thereby against "THE OWNERS" or any of their agents are hereby waived by the lot owners. The Developer (The Bell Family, Inc.) hereby reserves the right to dedicate the roads, streets, avenues and necessary easements abutting the lot(s) to public use without consent of the lot owners and "THE OWNERS."

16.

These covenants and restrictions shall be recorded in the deed records of Towns County, Georgia, and shall run with the said land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date of recording after which time said covenants shall be automatically extended for a successive period of ten (10) years unless an instrument signed by a majority of the then owners of record of the land, agreeing to change said covenants and restrictions, in whole or part.



[Signature]
WITNESS
Gretchen Howell
NOTARY PUBLIC
Notary Public, Towns County, Georgia
My Commission Expires October 4, 1997

Richard H. Bell, Pres
BELL FAMILY, INC.
Richard H. Bell
Richard H. Bell
Sandra R. Bell
Sandra R. Bell

[Signature]
WITNESS
Jane L. Miller
NOTARY PUBLIC
Notary Public, State of Florida
My Comm. expires Nov. 18, 1999
Comm. No. CC 502601

JANE L. MILLER
Notary Public, State of Florida
My Comm. expires Nov. 18, 1999
Comm. No. CC 502601

Virginia B. Newbold
Virginia B. Newbold
Darin S. Bender
Darin S. Bender
Stacey H. Bender
Stacey H. Bender

[Signature]
WITNESS
Deanna M. Howe
NOTARY PUBLIC
My Commission Expires July 26, 1999

