

OSE-501

STATE OF GEORGIA  
COUNTY OF PAULDING

2005 OCT 10 AM 10:34

TREVA W. SHELTON  
CLERK  
PAULDING COUNTY COURTS

**DECLARATION OF PROTECTIVE COVENANTS**

**OF**

**SILVER COMET CROSSING, UNIT 2**

THIS DECLARATION OF PROTECTIVE COVENANTS, made and published this 27th day of June, 2005, by K-Go, Inc.

**WITNESSETH:**

WHEREAS, the said K-Go, Inc., is the developer of that property being developed as a subdivision known as Silver Comet Crossing, Unit 2 and being a subdivision of all those certain lots, tracts, or parcels of land situated, lying and being in Land Lots 371 and 422 of the 2nd District of Paulding County, Georgia, and lying in the City of Dallas, and being more particularly shown on that plat of survey recorded in Plat Book 44, Pages 124-126, as revised at Plat Book 45, Pages 17-18, in the office of the Clerk of the Superior Court of Paulding County, Georgia;

WHEREAS, it is in the interest, benefit and advantage of K-Go, Inc. and the undersigned owners of lots and to each and every person who shall hereafter purchase any lot in said subdivision and that certain protective covenants governing and regulating the use and occupancy of the said be established, set forth and declared to be covenants running with the land;

NOW THEREFORE, K-Go, Inc. and the undersigned owners of lots do 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, to wit:

**PROTECTIVE COVENANTS**

1. The property shall be used for single family residential purposes only.
2. No subdivision lot, as presently divided and shown on that plat of survey hereinbefore referenced, shall contain more than one dwelling house.
3. All housing will be constructed in accordance with the standards as established by the Building Code of the City of Dallas, Georgia.

4. No mobile home, including double wide mobile home, shall be placed, either temporarily or permanently, on any lot in the subdivision.
5. The undersigned Silver Comet Crossing, LLC and developer, K-Go, Inc., reserve the right to approve all building plans for homes and dwelling structures to be built in the subdivision. The approval of developer of such plans shall not be unreasonably withheld.
6. No out building, detached carports or sheds of any nature shall be located in front of or to the side of any dwelling structure with the façade of such out building closer to the road or street than the façade of the dwelling house.
7. No subdivision lot shall be used as a location for, or in connection with, a hospital, sanitarium, infirmary, boarding house, rooming house, cemetery, public garage or filling station, or professional or business office. No duplex, multiple family dwelling or store building shall be erected on any subdivision lot.
8. No detached structure shall be erected, on any subdivision lot, that is not first approved through the City of Dallas Building Code Requirements. In addition, any detached structure shall be generally architecturally compatible with the dwelling house erected on such subdivision lot.
9. The owner of any subdivision lot shall keep his or her lot and the structure (including detached structures) thereon in good repair and in good order, including, but not limited to, the seeding, watering and mowing of all lawns, the pruning of all trees and shrubbery, and the painting (or other appropriate exterior care) of the structure and any detached structures in a manner and with such frequency as is necessary, appropriate and consistent with good property management.
10. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste and trash, rubbish or garbage shall not be kept except in sanitary containers in the rear of the lot behind the residence and in a clean and sanitary condition.
11. 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 use or purpose.
12. No vehicle shall be parked, stored or operated on any lot or residence when such vehicle does not have a current license plate, from the State of Georgia or the sovereign state in which the vehicle is titled according to the applicable laws of the State of Georgia or such other sovereign state, for the operation of vehicles on public roads and highways. All vehicles parked or stored on any lot must be operational and capable of being operated on the public roads according to the laws of the State of Georgia. No material, equipment or business vehicles may be stored or parked on the premises of any subdivision lot, except that one business vehicle, not exceeding two (2) tons in carrying capacity, used exclusively by the resident may be parked in the carport, garage, rear or side yard. This covenant shall not apply to such vehicles as may be used by materialmen,

laborers, contractors, or subcontractors during the construction period of any dwelling house on any subdivision lot.

13. No signs of any kind shall be displayed to the public view on any subdivision lot except one professional sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

14. No obnoxious or offensive activities shall be carried out upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

15. Easement for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

16. No fences of any kind shall be erected any closer to any street than the front façade of any residence.

17. No lot or any portion thereof shall be used as a public street or private right-of-way to access any property which is not a part of Silver Comet Crossing, Unit 2.

18. During construction of any phase or unit of the subdivision or construction on any lot in any phase of the subdivision, the developer, K-Go, Inc., its agents or employees, and its retained real estate broker, its agents or employees, shall not be subject to these Protective Covenants.

### **ENFORCEMENT**

Any person who violates, attempts to violate or threatens to violate any of the terms hereof shall be subject to such equitable relief as may be deemed appropriate by a court of competent jurisdiction and any person who willfully violates the terms hereof after receiving notice from any interested person of his opposition to such violation shall be liable to pay the reasonable attorney's fees of any person or firm having legal standing to obtain equitable relief against such violation.

### **SEVERABILITY**

Invalidation of any one of these covenants by a judgment or Court order shall in no way affect any of the other provisions which shall remain in full force and effect.

### **TERM**

These covenants shall become effective immediately and run with the land and shall be binding on all persons claiming under and through K-Go, Inc. until August 1, 2026, at which time said covenants shall terminate, unless extended in whole or in part by the execution of a document providing for such extension, within one (1) year before the

expiration hereof, by a majority of the owners of the subdivision lots as shown on the above referenced plat of survey.

IN WITNESS WHEREOF, the said K-Go, Inc. and the undersigned owners have executed these Protective Covenants and attached their seals thereto on the day and year first above written.

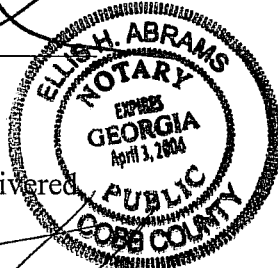
Signed, sealed and delivered in the presence of

*[Handwritten signature]*  
Witness

Notary Public

K-Go, Inc.

By: *[Signature]* (SEAL)  
G. McTyre, President



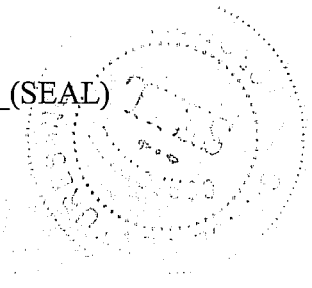
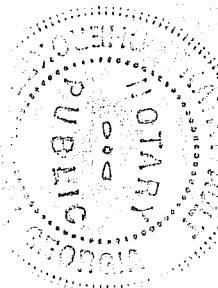
Signed, sealed and delivered in the presence of

*[Handwritten signature]*  
Witness

Notary Public

Grace Ventures, Inc.

By: *[Signature]* (SEAL)  
Eric Love, President



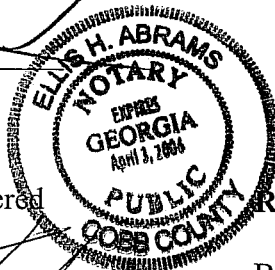
Signed, sealed and delivered in the presence of

*[Handwritten signature]*  
Witness

Notary Public

Silver Comet Crossing, LLC

By: *[Signature]* (SEAL)  
Stanley K. Argo, Manager



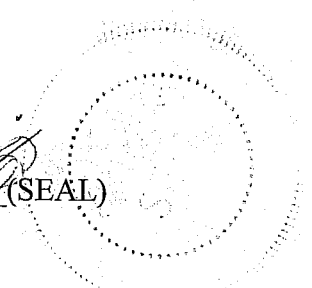
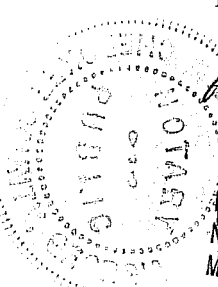
Signed, sealed and delivered in the presence of

*[Handwritten signature]*  
Witness

Notary Public

RACE Construction

By: *[Signature]* (SEAL)  
Randy Tibbitts



*[Handwritten signature]*  
KATHY AULT  
Notary Public  
NOTARY PUBLIC, CHEROKEE COUNTY, GEORGIA  
MY COMMISSION EXPIRES APRIL 19, 2009

RECORDED 10-11 2005  
TREVA W. SHELTON, CLERK  
SUPERIOR COURT, PAULDING CO.