

RETURN TO:
WOOD, ODOM & EDGE, P.A.
P.O. DRAWER 1608
NEWNAN, GA 30264

DECLARATION OF PROTECTIVE COVENANTS

STATE OF GEORGIA
COUNTY OF COWETA

THIS DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS is made and published this _____ day of _____, 2022 by Joseph F. Kassler and Catherine H. Kassler.

W I T N E S S E T H

THAT, WHEREAS, JOSEPH F. KASSLER AND CATHERINE H. KASSLER are the owners of that certain property in Land Lots 209 and 240 of the 2nd Land District of Coweta County, Georgia and being more particularly described as follows:

All that tract or parcel of and lying and being in Land Lots 209 and 240 of the 2nd Land District, being identified as Tract 11, containing 97.84 acres; Tract 12, containing 44.64 acres; Tract 13, containing 80.95 acres; Tract 14A, containing ___ acres; Tract 14B, containing ___ acres; and Tract 15, containing 14.95 acres, all being more particularly shown on plat of survey prepared by Statewide Surveying Company, certified by E. Kirby Holton, Georgia Registered Land Surveyor No. 2944, dated September 28, 2010, entitled "Survey for Monte R. Sharp " and recorded in Plat Book ___, Page ___, Coweta County, Georgia records. Said plat and record thereof are by reference incorporated herein for a more complete description.

WHEREAS, it is to the interest, benefit and advantage of JOSEPH F. KASSLER AND CATHERINE H. KASSLER and to each and every person who hereafter shall hereafter purchase any of the above tracts of land 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 JOSEPH F. KASSLER AND CATHERINE

H. KASSLER and each and every subsequent owner of any of the above described tracts of land, said JOSEPH F. KASSLER AND CATHERINE H. KASSLER does hereby set up, establish, promulgate and declare the following protective covenants to apply for all of said tracts of land, and to all persons owning said tracts or any of them thereafter.

1. All tract owners shall agree that they should be bound by the within restrictions and that upon sale of the property they will notify all subsequent purchasers of these restrictions at the time of sale of the property. This agreement by the present owners shall be binding upon their heirs, successors, and assigns.
2. No mobile home shall be placed on any tract of land, either temporary or permanently.
3. No tract of land shall be subdivided except as follows:
 - a. Tract 11, as described above, can be subdivided into no more than three (3) tracts and no tract shall contain less than twenty (20) acres.
 - b. Tract 12, as described above, can be subdivided into no more than two (2) tracts and no tract shall contain less than twenty (20) acres.
 - c. Tract 13, as described above, can be subdivided into no more than three (3) tracts and no tract shall contain less than twenty (20) acres.
 - d. Tract 14A and Tract 14B, as described above, cannot be subdivided.
 - e. Tract 15, as described above, cannot be subdivided.
4. Any residence built on Tract 11, Tract 12 and Tract 13 shall contain a minimum of 4,000 square feet of heated and/or air-conditioned living area. Carports, garages and porches shall be excluded in determining the square footage in said residence.
5. Any residence built on either Tract 14A or Tract 14B shall contain a minimum of 3,200 square feet of heated and/or air-conditioned living area. Carports, garages and porches shall be excluded in determining the square footage in said residence.

Any residence built on Tract 15 shall contain a minimum of 2,750 square feet of heated and/or air-conditioned living area. Carports, garages and porches shall be excluded in determining the square footage in said residence.

6. All of the covenants, restrictions, reservations and servitudes set forth herein shall run with the land and tract owner, by accepting the deed to such premises, accepts the same, subject to such covenants, restrictions, reservations and servitudes and agrees to himself, his heirs, administrators and assigns to be bound by each such covenant, restriction, reservation and servitude jointly, separately and severally.
7. 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.
8. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the above-named owners have hereunto set their hand and seals this ____ day of _____, 2022.

Signed, sealed and delivered
in the presence of:

WITNESS

JOSEPH F. KASSLER (SEAL)

NOTARY PUBLIC

WITNESS

CATHERINE H. KASSLER (SEAL)

NOTARY PUBLIC