

YESTERDAY'S SOUTH

Covenants, Limitations, and Restrictions

WHEREAS, said owners, developers and declarants wish to encumber sold real property with the following restricted covenants, limitations, and restrictions which shall run with the land, and shall be binding on all parties and all persons claiming under them until January 2008, at which time said covenants, limitations and restrictions shall be automatically extended for successive ten (10) year periods unless by vote of the majority of the then owners of the lots in this subdivision it is agreed to change said covenants in whole or in part. If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants, limitations, or restrictions herein it shall be lawful for any person or persons owning lots in this subdivision to prosecute any proceedings at large or in equity against the person or persons violating or attempting to violate any such covenant, limitations, or restrictions and either to prevent him or them from doing so or to recover damages or dues for such court violations. Invalidation of any of these covenants, limitations or restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect, which shall be covenants that run with the land and shall be binding upon purchases of numbered lots within said developed subdivision, their successors and assigns. Said restrictive covenants are as follows to-wit:

1. No lot shall be used for any purpose except that of single family residential. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached, single family dwelling, a private garage for not more than four cars, and separate detached buildings incidental to such use. Two or more lots may be combined for use of one lot and, in such cases, the interior lot lines may be disregarded and the utility easements (unless in use) will be automatically revoked. In the event such lots are combined under one ownership for use as a single lot, no part of the combined lots may be sold or conveyed, except to the original size of the lots before being combined. No single lot in the subdivision as recorded can be resubdivided into two or more lots for the purpose of building another dwelling.
2. Easements for installation and maintenance of utilities, drainage facilities and sloping of banks are reserved as shown on the plat. The minimum front yard setback is shown on the plat for each lot. The minimum side yard set back is fifteen (15) feet and the minimum rear yard setback is fifty (50) feet.
3. All dwelling and other structures on the lot must be in compliance with the requirements of the Tate County Planning Commission and its successors.
4. No obnoxious or offensive activities shall be carried on upon any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood. All lots and houses are to be for residential use only. An office in the residence is permitted.
5. No structure of a temporary character, trailer, basement, tent, shed, garage, barn or other temporary buildings shall be used on any lot at anytime as a residence, either temporary or permanently. No garage apartments will be allowed.
6. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste garbage shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

7. The minimum heated floor area of a residence, exclusive of open porches, garages or carports shall be 1200 square feet. The minimum heated lower floor area at a split level or two-story residence shall be 750 square feet.
8. Any type of permanent fencing erected on the lots must first be approved by the developer of the subdivision or the Architectural Control Committee.
9. No vehicle, including but not limited to recreational vehicles, camping trailers, house trailers, produce trailers, boats or any accessory trailers can be parked or stored on any lot unless same is under a carport, in the garage, barn or other outbuilding, or the rear of the main residence. Said vehicles must have a current state license plate. No tractor-trailer can be parked on any lot or on the street, and no trailer without a tractor can be parked on any lot or on the street.
10. No underground homes will be allowed. No shell or modular house will be permitted to be built in this subdivision regardless of the price or square footage of the house. All houses must be of new construction and no house that is moved from another area will be permitted.
11. The owners of the subdivision or the Architectural Control Committee reserve the right to revise the plans of any structure that is built on any lot. The owner of the subdivision or Architectural Control Committee must approve or disapprove in writing, within (20) twenty days the plans are submitted. If the lot owner whose plans are to be approved does not receive this written approval or disapproval within said (20) twenty days, the lot owner will deem the plans approved and proceed with construction.
12. The construction of any house in the subdivision shall be required to be completed within twelve (12) months from the date that the construction began and driveways shall be required to be completed within eighteen (18) months from the date that the house construction began.
13. When the developers cease to own a lot within the subdivision, they shall then name three persons owning property within the subdivision to act as the Architectural Control Committee. A majority of such committee may designate a representative to act for it. In the event of a death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor at this time the covenants can be changed only if the vote is 50% for the changes submitted. A member of the committee shall immediately lose membership when he or she ceases to own property within the subdivision. Successor members shall designate only from among the then owners of property within the subdivision. The Developer retains the right to modify the above listed Restrictive Covenants as long as he owns at least one (1) lot in Yesterday's South.

Retyped from original Covenants on file with the Tate County Court House.
Reference Plat Book 12, Page 51

COVENANTS, LIMITATIONS, AND RESTRICTIONS

WHEREAS, said owners, developers and declarants wish to encumber said real property with the following restrictive covenants, limitations, and restrictions which shall run with the land, and shall be binding on all parties and all persons claiming under them until January 2008, at which time said covenants, limitations, and restrictions shall be automatically extended for successive ten (10) year periods unless by vote of the majority of the then owners of the lots in this subdivision it is agreed to change said covenants in whole or in part. If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants, limitations, or restrictions, herein it shall be lawful for any person or persons owning lots in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, limitations, or restrictions and either to prevent him or them from doing so or to recover damages or dues for such court violations. Invalidation of any of these covenants, limitations or restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect, which shall be covenants that run with the land and shall be binding upon purchases of numbered lots within said developed subdivision, their successors and assigns. Said restrictive covenants are as follows, to-wit:

1. No lot shall be used for any purpose except that of single family residential. No building shall be erected, altered placed or permitted to remain on any lot other than one detached, single family dwelling, a private garage for not more than four cars, and separate detached buildings incidental to such use. Two or more lots may be combined for use of one lot and, in such case, the interior lot lines may be disregarded and the utility easements (unless in use) will be automatically revoked. In the event such lots are combined under one ownership for use as a single lot, no part of the combined lots may be sold or conveyed, except to the original size of the lots before being combined. No single lot in the subdivision as recorded can be re-subdivided into two or more lots for the purpose of building another dwelling.
2. Easements for installation and maintenance of utilities, drainage facilities and sloping of banks are reserved as shown on the plat. The minimum front yard setback is shown on the plat for each lot, the minimum side yard set back is thirty (30) feet and the minimum rear yard setback is fifty (50) feet.
3. All dwellings and other structures on the lot must be in compliance with the requirements of the Tate County Planning Commission and its successors.
4. No obnoxious or offensive activities shall be carried on upon any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood. All lots and houses are to be for residential use only. An office in the residence is permitted.
5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other temporary buildings shall be used on any lot at anytime as a residence, either temporary or permanently. No garage apartments will be allowed.
6. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste garbage 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.
7. The minimum heated floor area of a residence, exclusive of open porches, garages, or carports shall be 1200 square feet. The minimum heated lower floor area of a split-level or two-story residence shall be 750 square feet.
8. Any type of permanent fencing erected on the lots must be approved by the developer of the subdivision or the Architectural Control Committee.
9. No vehicle, including but not limited to, recreational vehicles, camping trailer, house trailers, produce trailers, boats or any accessory trailers can be parked or stored on any lot unless same is under carport, in the garage, barn or other outbuilding, or to the rear of the main residence. Said vehicles must have a current state license plate. No tractor-trailer can be parked on any lot or on the street, and no trailer without a tractor can be parked on any lot or on the street.
10. No under ground homes will be allowed. No shell or modular house will be permitted to be built in this subdivision regardless of the price or square footage of the house. All houses must be of new construction and no house that is moved from another area will be permitted.
11. The owners of the subdivision and the Architectural Control Committee reserves the right to review the plans of any structure that is built on any lot. The owner of the subdivision and Architectural Control Committee must approve or disapprove, in writing, within (20) days the plans are submitted. If the lot owner whose plans are to be approved does not receive this written approval or disapproval within said (20) twenty days, the lot owner will deem the plans approved and proceed with construction.
12. The construction of any house in the subdivision shall be required to be completed within twelve (12) months from the date that the construction began and driveways shall be required to be completed within eighteen (18) months from the date that the house construction began.
13. When the developers cease to own a lot within the subdivision, they shall then name three persons owning property within the subdivision to act as the Architectural Control Committee. A majority of such committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor at this time the covenants can be changed only if the vote is 50% for the changes submitted. A member of the committee shall immediately lose membership when he or she ceases to own property within the subdivision. Successor members shall be designated only from among the then owners of property within the subdivision. The Developer retains the right to modify the above listed Restrictive Covenants as long as he owns at least one (1) lot in Yesterday's South.