

OUTLINE OF PROTECTIVE COVENANTS

THE EAGLE'S NEST

STATE OF GEORGIA

COUNTY OF WHITE

THIS DECLARATION OF PROTECTIVE COVENANTS, made and published this 1st day of August, 1983, by CHESTER COLSTON, EUGENE UNBEHANT and CHARLES T. WELBORN, all of Habersham County, Georgia.

W I T N E S S E T H :

THAT WHEREAS, said CHESTER COLSTON, EUGENE UNBEHANT and CHARLES T. WELBORN are the owners of the subdivision known as The Eagle's Nest, being a subdivision of those certain lots, tracts, or parcels of land situated, lying and being in White County, Georgia, and being in Land Lot 46 of the 2nd Land District of White County, Georgia, being more particularly described as follows: Lots 1 through 13 inclusive as per plat of survey prepared by Max Lewallen, Registered Land Surveyor, and recorded in Plat Book 16, Pages 89-90 White County Deed Records; and

WHEREAS, it is to the interest, benefit and advantage of CHESTER COLSTON, EUGENE UNBEHANT and CHARLES T. WELBORN and to each and every person who shall hereafter purchase any lot in said subdivision 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 of the benefits to be derived by CHESTER COLSTON, EUGENE UNBEHANT and CHARLES T. WELBORN and each and every subsequent owner of any of the lots in said subdivision, said CHESTER COLSTON, EUGENE UNBEHANT and CHARLES T. WELBORN do hereby set up, establish and 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; these protective covenants shall become effective immediately and run with the land and shall be binding on all persons claiming under and through CHESTER COLSTON, EUGENE UNBEHANT and CHARLES T. WELBORN, until January 1, 2003, at which time said covenants may be extended or terminated in whole or in part as hereinafter provided, to-wit: Said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

1. No lot or tract shall be used except for residential purposes. No business or business activity shall be conducted on any lot other than that activity which is customarily considered to be purely incidental to residential use.

2. In addition to residential buildings, other small buildings may be erected on the rear of each lot or tract in harmony with the development of the use of this property as a residential area provided such buildings are maintained in a neat and attractive manner.

3. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

4. It is the intention and purpose of the covenant to assure that all dwellings shall be of a superior quality of workmanship and materials. No dwelling shall be permitted on any lot which contains less than 900 square feet of living space exclusive of porches, basement and carport or garage.

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5. No building shall be located on any lot nearer than 45 feet to the front lot line, or nearer than 45 feet to any side street line. No building shall be located nearer than 7.5 feet to an interior lot line. No building shall be located nearer than 45 feet to the rear lot line. For the purposes of this covenant, eaves, steps, carports and open porches shall be considered as a part of a building.

6. No lot or tract shall be used or maintained as a dumping ground for rubbish or garbage. Trash, garbage or other waste 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. No wrecked or inoperative automobiles, or parts thereof, shall be stored or kept on any lot at anytime.

7. House trailers and mobile homes are not permitted as a residence. A house trailer, mobile home or other temporary structure may occupy a lot or tract of land for a period not to exceed 180 days during the construction of a permanent residence dwelling.

8. Easements 10 feet in width for installation and maintenance of utilities are reserved along the boundary of all lots as shown on recorded plat.

9. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five 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.

10. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot.

11. No animals, livestock, or poultry or 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 purposes.

12. No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the White County Health Department and all applicable State Laws.

13. 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. The failure of any property owner to enforce promptly the provisions of these covenants shall at no time be considered a waiver of future right to force compliance.

14. Invalidation of any one of these covenants or any part thereof by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, CHESTER COLSTON, EUGENE UNBEHANT and CHARLES T. WELBORN have hereunto set their hands and affixed their seals, this 1st day of August, 1983.

Chester Colston (SEAL)
CHESTER COLSTON

Eugene Unbehant (SEAL)
EUGENE UNBEHANT

Charles T. Welborn (SEAL)
CHARLES T. WELBORN

Signed, sealed and delivered
in the presence of:

Ronald M. Adams
Witness

Delia C. McCoy
Notary Public

GEORGIA, White County
Filed 9 day of Sept 1983
6:15 o'clock Am
Recorded in book 67
Page 26-63 date 9-9-83
Richard W. Anderson
Clerk