

PROTECTIVE COVENANTS

STATE OF GEORGIA

COUNTY OF WHITE

Summary-6, 11:10:55
396
242-251

THIS DECLARATION OF PROTECTIVE COVENANTS MADE AND PUBLISHED this November 1st, 1993, for SKY MOUNTAIN ESTATES, White County, Georgia.

WITNESSETH:

THAT WHEREAS, ANDREW J. DANIEL is the present owner of all that property shown on the plat of survey depicting the property known as " SKY MOUNTAIN ESTATES " and shown on PLAT OF SURVEY conducted by Eddie Hood and Associates, White County Surveyor, dated April 12, 1994, a copy of said plat being of record in the office of Clerk, Superior Court, White County, Georgia, in Plat Book 31, page 185, and being the tract of land located in land lots 105 and 106 of the 3rd District of White County, Georgia.

WHEREAS, it is in the best interest, benefit and advantage of Declarant, and to each and every person, (hereinafter referred to as purchaser), who shall hereafter purchase any lot or part of any lots shown on the Plat hereinafter referred to (said lands hereinafter referred to as " SKY MOUNTAIN ESTATES ") 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 Declarant, and by each and every subsequent Purchaser of any of said numbered lots, said Declarant does hereby set up, establish, promulgate and declare the following Covenants to apply to "SKY MOUNTAIN ESTATES". These Protective Covenants shall become effective immediately and run with the land and shall be binding on all persons claiming under and through the principals for a period of twenty (20) years from the date these Covenants are recorded, at which time said Covenants shall be automatically extended for successive periods of twenty (20) years unless an instrument signed by a majority of the then owners of the respective lots, exclusive of parties who may hold title or lien to secure indebtedness, has been recorded among the deed records of White County, Georgia, agree to change said Protective Covenants in whole or in part.

1. USE FOR RESIDENTIAL PURPOSES ONLY. The property conveyed shall be used for residential purposes only, and for no other purposes.

TYPE OF BUILDING. No type or kind of building shall be erected, altered, placed or permitted to remain on the property conveyed other than residential. Not more than one single family dwelling shall be allowed on any one lot. Each owner shall be allowed to construct out buildings for use in connection with the occupancy of the property which shall include, but not be limited to, pools and bath houses, green houses, gazebos, and utility buildings to conform to the existing structure. No lot may be subdivided resulting in any lot or subdivided lot containing less than one acre. No metal buildings will be allowed, and no building which has previously rested upon a foundation may be moved upon any portion of the property.

No exterior walls of any buildings, structures or improvements constructed or to be constructed on the property shall have any exposed concrete block or poured concrete exposed surfaces. All finished exterior walls shall be of a woodtone colors.

Except as herein provided, no mobile homes, double wide mobile homes, trailers, camper tents, shacks, modular homes, or similar structures shall be erected, moved, or placed upon said premises, or used as a dwelling therein, except a motor home may be parked thereon while the owner is in residence, but such motor home shall not be used for a residence except it may be used as residence by owner while the permanent dwelling is under construction. In this case it may be used as a residence no more than six months. No motor home shall be permitted to be parked on any street.

2. **SIZE OF BUILDINGS.** No dwelling shall be constructed containing less than twelve hundred (1,200) square feet of heated area, exclusive of porches and carports, basements, patios and similar items of construction.

All building exteriors must be completed within six (6) months from day construction begins. Materials used on exteriors must meet or exceed minimum property standards of FHA

3. **LOCATION OF BUILDING ON SITE.** For lots 1 through 12 and lots 24 through 34, the set back for any structure shall be 25 feet to the front line, 15 feet from the side, and 20 feet from the back line. For lots 13 through 23 the set back from front line shall be 25 feet, from side lines 15 feet, and from back line 5 feet.

4. **GARBAGE AND REFUSE DISPOSAL.** No part of said land shall be used or maintained as a dumping ground for rubbish or garbage. Trash, garbage and other wastes shall be kept in sanitary containers and shall not be permitted or exposed or scattered outside the house. No incinerators shall be permitted.

5. **PROTECTION OF GRADED AREAS.** Any freshly graded or exposed land shall be planted or covered as quickly as possible. No bare land shall be exposed for more than 30 days. Every owner shall make every effort to protect the trees and natural plant life.

6. **EASEMENTS AND UTILITIES.** There is hereby reserved to Declarant the power to grant blanket easements for installing, repairing, replacing and maintaining all utilities, including but not limited to water, sewers, telephone, gas, cable television and electricity. Power, telephone and other utilities shall be underground.

7. **ROADS.** Property owners shall have right of ingress and egress over, upon and through the road easements as shown in the above referred to Plat of Property, and all easements for public utilities, water lines and well sites are reserved under and over all lots as well as the non-exclusive right of ingress and egress over and upon the 60 foot road easements which may traverse one or more of the sub-divided lots shown on the above referred to Plat of Survey. Declarant specifically reserves the right of ingress and egress over, upon and through all 60 foot easements, and said right shall be free and unrestricted. Declarant shall have the right to convey such rights to serve other property either now owned or hereafter acquired by Declarant. Lot owners are responsible for all damage done to roads, driveways or waterlines by the lot owner, their builders, sub-contractors and those working for such lot owner while in transit or by construction of any structures on lot owners lot. Normal wear and tear of roads is excepted. Declarant specifically reserves the right, without further assent or consent of any other property owner, to dedicate all or any portion of any sub-division roads to WHITE COUNTY, GEORGIA, or to convey such roads to a subsequent Home Owners Association or to any other person or persons. Each lot owner shall pay a road maintenance fee of \$100 per year. Fee shall remain in effect for two years from date and may be changed at that time only enough to cover change in maintenance costs.

8. **WATER.** Property owners shall have the right to use the community water system or drill their own well. If the property owner chooses to use the community water system, a \$350 tap on fee shall be required. There shall be a \$200 per year fee for water. Water rates shall not be raised for a minimum of two years and then only to cover increased maintenance costs. Declarant shall make every reasonable effort to see that an adequate and potable supply of water is maintained. However, no guarantees are made regarding shortages or quality caused by acts of God, drought, changes in the underground water table, pressures or repairs. Declarant reserves the right to convey the said water system to a subsequent Home Owners Association or any other person without consent of others.

9. **COMMERCIAL ACTIVITY.** No commercial business establishment of any nature is to be built, nor any commercial operation, be conducted on any lot. No commercial signs may be erected or maintained on any lot.

10. **NO NOXIOUS ACTIVITIES.** No noxious activity, trade, business, manufacturing or industrial use shall be permitted on any lot or living units, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood. No activity shall be carried on upon said land which would constitute an unreasonable and substantial interference with the use and enjoyment of the land by the residential owners thereof. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other domesticated animals may be kept provided that they are not kept, bred or maintained for any commercial purpose. Household pets must not run loose or be a nuisance to the neighborhood. No unregistered or inoperable motor vehicles shall be moved or kept upon any lot. No motorcycles, trail bikes, or three wheeled vehicles shall be

operated on any of the roads or property subject to these covenants. No commercial vehicles shall be permitted for overnight or extended parking upon the property or roads.

11. HOME OWNERS ASSOCIATION. A Home Owners Association shall be formed when sixty percent of the lots have been sold. All lot owners shall be invited to participate in the organization, elections and decisions of the Association. Elections and other decisions shall be by majority vote. Each lot owner shall have one vote for each lot owned. Declarant expressly and specifically reserves the right, without further assent or consent of any other property owner or owners to convey the sub-division roads and/or water systems to the Home Owners Association.

12. MISCELLANEOUS.

(A) There shall be no discharging of firearms or fireworks anywhere on the property.

(B) The term Declarant, wherever herein used, shall include the Declarants named his or their heirs, successors and assigns.

(C) Every grantee or beneficiary of any interest in any portion of the property, by acceptance of a deed, lease, usufruct or other conveyance or transfer of such interest, whether or not it shall be expressed in any such deed or other conveyance or transfer and whether or not such grantee or beneficiary shall consent in writing thereto, shall be bound by these covenants.

(D) It is expressly provided that a breach of any of the Protective Covenants or conditions herein set out shall not defeat or render invalid the lien of any mortgage, security deed, or deed of trust, made in good faith and for value, as to the said premises or any part thereof; but said Protective Covenants and conditions shall be binding upon and effective against any owner or any lot or lots within said property who title thereto is acquired as a result of foreclosure, sale under power, trustee sale, or otherwise as to the ownership and use by any owner who so acquired title.

(E) The provisions of these Protective Covenants may be enforced individually by Declarant, any subsequent owner, or any association of subsequent owners, either individually or collectively, and either or all may exert any claim either in law or in equity to enjoin and/or recover damages for breaches of these Protective Covenants.

(F) Invalidation of any of these Covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

(G) These Protective Covenants are cumulative of those Protective Covenants set forth on the plat of survey recorded in Plat Book _____, pages _____ office of Clerk, Superior Court, White County, Georgia.

IN WITNESS WHEREOF, the undersigned Declarant has executed these presents the day and year first above written.

Andrew J. Daniel (SEAL)
ANDREW J. DANIEL

Executed in the presence of:-

Wiley H. ...
WITNESS

[Signature]
NOTARY PUBLIC
MY COMMISSION EXPIRES NOVEMBER 20, 1994

