

PROTECTIVE COVENANTS

STATE OF GEORGIA
COUNTY OF WHITE

This Declaration of Protective Covenants made and published this 16th day of January, 1974, by ROBERT E. WILLIAMSON and RICHARD R. WILLIAMSON, witnesseth;

THAT WHEREAS, the parties hereto are the present owners of all of the property shown on the Plat of Survey depicting the property known as Jenny's Cove, and owned by ROBERT E. WILLIAMSON and RICHARD R. WILLIAMSON, as shown by Plat of Survey conducted by R.A. Hathaway & Associates, Inc., Registered Land Surveyor, dated September 12, 1973, a copy of said plat being of record in the Office of Clerk, Superior Court, White County, Georgia, in Plat Book 7, Page 74, and being the tract of land located in Land Lot 36 of the 1st Land District of White County, Georgia; and

WHEREAS, it is to the interest, benefit, and advantage of ROBERT E. WILLIAMSON and RICHARD R. WILLIAMSON, and to each and every person who shall hereafter purchase any part of the land shown on the Plat hereinabove referred to, 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 ROBERT E. WILLIAMSON and RICHARD R. WILLIAMSON, and by each and every subsequent owner of any of said land, said principals do hereby set up, establish, promulgate and declare the following Covenants to apply to all of said land and to all persons owning any of said land either presently or hereafter. 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 may be extended or terminated in whole or in part as hereinafter provided:

1. The said land shall be used exclusively for residential purposes and shall have constructed thereon single family residences containing a minimum of 900 square feet of heated floor space or living space on the ground floor exclusive of porch area. No more than one (1) single family residence may be erected or constructed on any one lot. No structure of a temporary character, such as a trailer, basement, tent or shack shall be allowed on said property for use as a residence; however, temporary permits may be granted at the option of Seller for camping or trailers, while house is under active construction. No dwelling shall be constructed or placed on said land at any time which has exposed exterior wall of concrete block or tar paper. All plans for construction and location of houses, fences, driveways or any building whatsoever must be approved by submitting plans for same to Seller for Seller's approval. No building or structure may be nearer than 20 feet to the side or back lot lines, nor nearer than 50 feet to the center line of adjoining roads. No mobile home shall be placed on any lot as a residence. Campers, camping equipment, shacks or similar structures shall not be permitted except in areas that are out of sight from all roads. Weekend camping is permitted. The term "residential purposes" shall not exclude the use of said property for gardening and maintaining of pets.

2. For ecology purposes, any land left freshly graded and exposed shall be planted with grass or covered with hay, straw, pine straw, or sawdust as soon as possible and in no case shall bare land be exposed for a period of more than six (6) months. Seller reserves the right to enter upon any lot for the purpose of covering exposed soil or correcting ecology problems at the expense of Buyer if not remedied by Buyer within seven (7) days after being notified by Seller. During building or developing, all grading work shall be done so as to save as many trees as possible. Excessive removal or destruction of natural resources will not be permitted. All sanitary facilities must be

approved as to location and construction by the White County Board of Health. No part of said land shall be used or maintained as a dumping ground for rubbish or garbage. Trash, garbage, and other waste shall be kept 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.

3. No noxious trade or offensive activity shall be permitted on any lot, 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 contribute an unreasonable and substantial interference with the use and enjoyment of the land by the residential owners thereof. No signs of any kind shall be displayed on any lot without the written permission of the Seller.

4. No cutting or burning of timber, removal of soil or burning of brush shall be permitted without written permit from Seller. Seller reserves the right to enter upon any lot for the purpose of removing trash, garbage or any refuse and to dispose of same at the expense of Purchaser if not removed by Purchaser within seven (7) days after being notified by Seller.

5. Each Purchaser in Jenny's Cove Subdivision shall be subject to an annual charge of \$30.00, which Purchaser agrees to pay to Jenny's Cove Maintenance Co., road maintenance division, its successors or assigns, annually on January 1st for the maintenance and upkeep of roads. Payment shall be due on January 1st, 1975 and shall be paid on every successive January 1st thereafter by the Purchaser. At such time when the Bank balance of the account of the road maintenance division of Jenny's Cove Maintenance Co. reaches a minimum of TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00), the road maintenance fee shall cease to be collected until said balance is less than TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00), however, road maintenance shall continue periodically as needed and

determine by Jenny's Cove Maintenance Co.

The Seller agrees to the upkeep and maintenance of the roads in the subdivision on or about January 1st, 1975, at which time the property owners shall elect two (2) officials (with Seller's approval) who will be responsible for the upkeep and maintenance of roads. The two officials who are so elected shall be paid a salary of FIFTY AND NO/100 DOLLARS (\$50.00) per year from the account above mentioned and be responsible for sending the property owners the above mentioned fee bill of FORTY AND NO/100 DOLLARS (\$40.00). All checks or withdrawals for said maintenance shall bear the respective signatures of the two above mentioned officials. On December 1st of each successive year after December 1st, 1974, the property owners will re-elect or elect two officials for performance of the above mentioned road maintenance responsibilities. Purchaser further agrees that the charges as herein set forth shall be and constitute a debt which may be collected by proceedings at law or in equity against land owner violating this Covenant. Upon the conveyance of any part of the lands described herein and referred to hereinabove, the Grantee thereof, and his successors or assigns shall from the time of acquiring title and by acceptance of such title by Deed or otherwise, be held to have covenanted and agreed as aforesaid to pay Jenny's Cove Maintenance Co., its successors or assigns, all charges past due and future as said charges become due, as above mentioned as hereinabove set out according to the terms and provisions hereof. All Purchasers, owners, assignees and assigns of property in Jenny's Cove Subdivision agree to pay all Court costs and Attorney's fees necessary to collect such debts as set out herein above.

6. Easements for all public utilities and drainage are reserved under and over all lots, and twenty (20) feet along all streams and branches are hereby reserved for use of Seller for maintaining streams in good condition. All road and utility easements must be kept in good and passable condition. No buildings, campers, trailers or structures may be placed within thirty (30) feet of any stream or spring unless approved by Seller.

7. Seller reserves the right of ingress and egress along and in any stream running through or along property herein described for the purpose of dredging, clearing and removing excess debris or foreign objects from and along said stream or streams, but nothing herein shall obligate said Seller to do so.

8. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) 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, agreeing to change said Covenants in whole or in part.

9. 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 subdivision whose title thereto is acquired as a result of foreclosure, sale under power, trustee's sale, or otherwise, as to the ownership and use by any owner who so acquires title.

10. That portion of the lands shown on the above mentioned Plat of Survey of Jenny's Cove Subdivision as streets or roads and not having been accepted by the County Commission of White County, Georgia, in any previous attempted dedication as public roads or streets shall not be considered public roads or streets and Seller reserves an easement over said roads or streets as shown on said Plat with the right to dedicate to White County, Georgia, said roads or streets for public use. All

Purchasers and persons claiming under them shall have the right of ingress and egress to and from the nearest public roads by the most direct course over the streets and roads shown on said Plat. If and when a proper dedication and acceptance for public use occurs, an easement is hereby reserved for all public utilities and for other easements herein contained. These easements herein contained shall apply should any municipal body or County Government accept the streets or roads as shown on the aforementioned Plat for public use. A 40 foot road right-of-way is reserved by Sellers for the above mentioned purposes.

11. The term "Seller" wherever herein used shall include one (1) or more as the case may be, his or their heirs, successors and assigns.

12. All primary electrical wires will be run above ground and all secondary distribution electrical power lines to the individual lot or lots shall be underground except where complications exist in the laying of said underground wires and then only with the approval of Seller. Any additional expense as to the acquiring of distribution lines for electricity will be borne by the Purchaser.

13. Owners of property are responsible for all damage done to roads or driveways by the owner, builders, subcontractors, and those working for Purchaser or owner while in transit or by constructing houses or dwellings on any individual lot. Normal wear and tear of streets and roads is accepted.

14. Invalidation of any of these Covenants by Judgment or by Court Order shall in no wise effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

Executed in the presence of:

John [unclear]
John [unclear]
4-10-74

Robert E. Williamson (SEAL)
ROBERT E. WILLIAMSON

Richard R. Williamson (SEAL)
RICHARD R. WILLIAMSON

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Recorded 1-19-74
Clifford Campbell, Clerk.