

DECLARATION OF PROTECTIVE COVENANTS FOR WESTWIND FARMS

G E O R G I A

RABUN COUNTY

This Declaration of Protective Covenants and Restrictions, made this 5<sup>th</sup> day of July, 1995, by THOMAS M. FISHER and SUSAN K. FISHER, the Developers.

: W I T N E S S E T H :

WHEREAS, Thomas M. Fisher and Susan K. Fisher are the owners of a 112.06 acre tract of land as depicted on a plat of survey of record in Plat Book 36, page 176 in the Office of the Clerk of the Rabun Superior court; and

WHEREAS, Fisher and Fisher will be developing a portion of said 112.06 acre tract of land and the hereinbelow described Protective Covenants will only be placed against that portion of said 112.06 acre tract of land that is being developed (these Protective Covenants will not apply to that portion of said 112.06 acre tract of land that is not being developed). The lands being developed are at the sole discretion of the Developers; and

WHEREAS, it is in the best interest, benefit and advantage of the Developers (Thomas M. Fisher and Susan K. Fisher) and to each and every person and entity who shall hereafter purchase any of the said lands that are being developed, that certain restrictions and affirmative 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 FISHER and FISHER and each and every subsequent owner of lands that are part of those lands that are being developed by said Fisher and Fisher, the undersigned do hereby set up, establish and declare that the following restrictions and covenants shall apply to all of said land that are being developed (and not to those lands that are not being developed) and to all persons and entities owning lands out of those lands that are being developed or any of them hereafter, with these covenants to be effective as of the date of this instrument and to be appurtenances running with the land and binding on all persons or entities claiming title under or through FISHER and FISHER until July 4, 2015, 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 (10) years each unless a document signed by a majority of the owners of said lots has been recorded agreeing to change or modify said covenants in whole or in part.

The purpose of these restrictions is to enhance and protect the beneficial use of the property described herein for its intended purpose as residential and vacation home sites. The restrictive covenants are made for the further purpose of preventing and prohibiting uses of said property which would interfere with legitimate residential purposes.

1. No tract described in this declaration may be subdivided or re-divided or conveyed, except by its entirety (except as set forth herein). No tract shall be reduced to a size less than its size at the time of the conveyance from the Developers. A tract may be subdivided if the subdivided parts are added on to the adjoining tracts so as to increase the tract size. The purchasers

of the subdivided parts shall be responsible for a prorata share of any road maintenance fees that may be assessed for each tract. If a tract is increased in size, it will remain as one tract and may have only one residence and one guest house.

2. No pigs, sheep, cattle, poultry or fowl may be kept upon the property. A reasonable number of domestic household pets and horses may be kept upon the property, provided, however, that such use is not for a commercial or business purpose. No property owner shall allow any such animal to become an annoyance or nuisance to the neighborhood.

3. The property shall be restricted and used for single family residential purposes only. No business or commercial activity shall be conducted upon the property. No mobile homes shall be allowed upon the property. For purposes of this declaration, the term "mobile home" shall include modular homes, manufactured homes (double wide houses with shingled roofs), house trailers, campers, and any other home delivered to the property with wheels affixed. In addition there shall not be any factory built homes or any structure not substantially built or assembled on the premises. It is further provided, however, that over the road recreational vehicles shall be allowed upon a tract so long as such vehicles are not permanently installed or occupied as a residence; and provided, that such lot shall have constructed upon it a completed residence.

4. Only one (1) single family residence may be located upon each tract and such residence shall have a minimum of one thousand four hundred (1400) square feet of heated floor space. The exterior of any residence placed upon the property shall be finished in wood, vinyl siding, stucco, brick, or stone or a combination of such materials. The exterior of any residential structure shall not contain any exposed concrete block. Concrete block used in the construction of a residence shall be covered with wood, brick, stucco or stone. In addition, one guest house may be constructed on each tract, provided the same contains a minimum of 400 square feet of heated floor space, provided further that there is a completed residential structure on the tract, and with it being further provided that a guest house may not be occupied as a permanent residence. No guest may occupy a guest house for a period of time in excess of thirty (30) days.

5. No chain link fences may be installed upon the property between the front street line and residence.

6. All residential structures, guest houses and other outbuildings constructed upon a tract shall be completed within one (1) year from the date of commencement of construction. Any guest house and other outbuildings constructed upon the property shall be constructed in accordance with the same guidelines required for residential structures except as to square footage. There is specifically reserved upon the property affected by this declaration an easement for the installation of utilities. Said easement shall extend for a width of fifteen (15) feet along the boundary lines of all tracts. No building structure shall be erected or placed upon such tracts nearer than forty (40) feet from the street line and no closer than twenty (20) feet to the adjoining property line.

7. The Developers hereby reserve a perpetual, non-exclusive forty (40) foot wide road right of way easement on all commonly used roads (twenty (20) feet on each side of the centerline of said road). Overhead electric power lines and other overhead utilities will be installed within the commonly used road right of ways. Said road right of ways may also be utilized for the installation of all utilities including but not limited to electric power lines, telephone lines, TV cable lines, water lines and sewer lines. NOTWITHSTANDING anything set forth hereinabove, the perpetual, non-exclusive easement being hereby reserved for the installation of utilities shall be of sufficient width to accommodate the installation of the same as determined by the utility companies,

individuals or entities installing the same. The above described perpetual, non-exclusive road right of way easement and utility easement being hereby reserved along, over, above and below all commonly used roads leading to and lying within the area being developed is being hereby reserved for the purpose of providing utility service and also road access to the public road system of Rabun County, Georgia to all tracts of land located in the area being developed. All utilities located within the boundaries of the tracts in the area being developed and all utilities extending into tracts from the above described utilities that are located within the common road right of ways, will be installed underground.

8. There shall be no noxious or offensive activities conducted upon said property nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. The property shall be kept in a neat and tidy condition. Refuse, waste, garbage, junk, inoperative motor vehicles, (unless said vehicles are parked in a residential garage or outbuilding), and other objects of a similar nature shall not be kept upon the property.

9. All household refuse and garbage shall be placed in underground containers or in a screened area concealed from adjacent dwellings and roads.

10. Plans for grading, clearing and disposal of debris must be approved beforehand by the Developers or the property owner's association and must conform to all government regulations concerning soil disturbance activity.

11. It shall be the responsibility of the property owner's to form a Property Owner's Association. All owners of tracts in Westwind Farms shall automatically become members of the Property Owner's Association, with one vote per tract, including tracts owned by the Developers.

12. All roads shall be maintained by the owners of the properties described in this declaration (the Property Owner's Association) and not by the Developers, however, the Developers will pay a prorata share of road maintenance for unsold tracts in the area being developed. All expenses or cost of maintenance and repair of said roads shall be prorated equally among the owners of the tracts described in this declaration. Any road damage caused by construction will be repaired immediately by the property owner involved, including the spreading of additional gravel on the damaged areas.

13. The above described restrictive covenants shall constitute restrictive covenants running with the land and shall be binding upon the owners of the above described property, their heirs, executors, administrators, successors and assigns. A violation of these restrictive covenants shall not result in a forfeiture of title. These restrictive covenants shall only apply to those lands described in these covenants.

The Developer as well as any person or entity who are subject to these restrictive covenants may enforce these restrictions by bringing a proceeding at law or in equity against any persons or persons or entities violating or attempting to violate any of these restrictions either to prevent them from doing so or to receive damages for such violations, or both. Invalidation of any of these restrictions by a court of law, shall not affect any other

provisions contained herein which shall remain in full force and affect.

IN WITNESS WHEREOF, the undersigned have set their hands and affixed their seals, the day and year first above written.

*Thomas M. Fisher* (SEAL)  
Thomas M. Fisher - Developer

*Susan K. Fisher* (SEAL)  
Susan K. Fisher - Developer

Sworn and subscribed to before me this 5<sup>th</sup> day of July, 1995.

*Tom Slaven*  
Unofficial Witness

*Wade Hill*  
Notary Public  
My Commission Expires: 9-10-98  
NOTARY SEAL

RECORDED THIS THE 11th DAY OF JULY, 1995. *Joseph* CLERK S.C.