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ERNEST W. NATIONS JR.

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AMENDMENT TO PROTECTIVE COVENANTS

STATE OF GEORGIA
COUNTY OF HABERSHAM

WHEREAS, PHILIP A. MARTINO has heretofore placed certain covenants and amendments thereto on certain property in Habersham County, Georgia, known as "MEADOWVIEW SUBDIVISION"; and,

WHEREAS, said covenants provide for amendment by the owners of three-fourths (3/4) of the lots, and the undersigned is the owner of at least three-fourths (3/4) of the lots in said subdivision; and,

WHEREAS, said owner is desirous of amending the covenants to allow for a lessor restriction;

NOW, THEREFORE, for and in consideration of the benefits to the derived herefrom, said covenants are amended by striking in their entirety the previous covenants and amendments, and in their stead, inserting the following:

1.

The property protected and restricted by these covenants are Lots 1 through 14 of Meadowview Subdivision, as shown by plat of survey prepared by Hubert Lovell, RLS, dated December 23, 1986, a copy of said plat being recorded in Plat Book 24, page 67; as well as that 3.23 Acre tract shown on plat of survey prepared by Hubert Lovell, RLS, dated October 30, 1990, a copy of said plat being recorded in Plat Book 29, page 283, Habersham County Records.

2.

The property shall be used only for single-family residential purposes, and for no other uses. No business, trade, profession or commercial activity shall be conducted in any building or on any portion of the covenanted property. No temporary building, mobile home, tent or shack, or other type of temporary or partially finished structure shall be placed upon said property, or used as a dwelling thereon.

3.

No dwelling shall be erected on said property with a ground area thereof of less than 1000 square feet, exclusive of porches, decks, carports or garages, and no dwelling shall be erected on said property unless the houseplans have been approved by the undersigned or its designee.

4.

No animals, livestock or poultry shall be raised, bred or kept on any lot, except that domestic dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and provided that they are restrained in such a manner as to not leave the property of their owner.

5.

No solid waste, debris, litter, partially wrecked, junked or inoperable vehicles or equipment shall be stored on said property. The grounds of each lot, whether vacant or occupied, shall be maintained in a neat and attractive condition.

6.

Except as may be done by the undersigned, no lot may be re-subdivided so as to result in any lot of an area of less than two (2) acres.

7.

No noxious or offensive activity or noises 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.

8.

Each lot in the subdivision shall be served by the community water system, which shall be maintained by the property owners, with each user paying their pro-rata share of the upkeep and maintenance of said system. No other wells shall be allowed on covenanted property, except where the lot owner desires a swimming pool, in which event said pool and all other structures located on said lot must be served by a separate well system. Said lot owner

shall not be relieved of the obligation of paying their pro-rata share of the upkeep and maintenance of the water system notwithstanding the fact that said lot is served by a separate well system.

9.

The lots in the subdivision are served by a private road system, which system shall be maintained by the property owners, with each lot owner paying their pro-rata share of the upkeep and maintenance of said roads. Each owner's share of said upkeep and maintenance of said roads shall be paid on an annual basis upon notification by the undersigned or its designee as to the amount to be paid.

10.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them. The covenants shall run for an initial period of twenty (20) years and for successive periods of twenty (20) years, unless amended by an instrument signed by the owners of three-fourths (3/4) of the lots and recorded on the deed records of Habersham County, Georgia. These covenants shall be enforced by proceedings at law or in equity by any interested party against any person violating or attempting to violate any covenant herein.

IN WITNESS WHEREOF, the undersigned has caused the appropriate officials to set their hands and affix their seals, this the 17 day of January, 1993.

Signed, sealed and declared **LIVE OAK ENTERPRISES, INC. (SEAL)** in the presence of:

Paulette A. Dinsuff
Witness

BY: [Signature]
President

Nancy B. Promislow
Notary Public

ATTEST: [Signature]
Secretary

NANCY B. PROMISLOW
Notary Public of South Carolina
My Commission Expires August 11, 1993



