

RAINEY MOUNTAIN ACRES

PHASE TWO

PROTECTIVE COVENANTS

STATE OF GEORGIA

COUNTY OF RABUN

This Declaration of Protective Covenants and Restrictions dated 10-19-84 by LLOYD L. STEWART and CHESTER COLSTON of Habersham County, Georgia;

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


WHEREAS, LLOYD L. STEWART and CHESTER COLSTON are the owners of the subdivision known as Rainey Mountain Acres, Phase Two, lying and being in Land Lots 26 and 27 of the Fourth Land District of Rabun County, Georgia and being designated as Lots 1 through 20, inclusive, as per plat of survey dated 10-12-84 prepared by Hubert Lovell, Georgia Registered Surveyor No. 1553, said plat being recorded in Plat Book 22, Page 55, Clerk's Office, Rabun Superior Court, and


WHEREAS, it is to the interest, benefit and advantage of the developers and to each and every person and entity who shall hereafter purchase any of the lots described on the aforementioned plat and located in said subdivision 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 Lloyd L. Stewart and Chester Colston and each and every subsequent owner of said lots in said subdivision, the undersigned do hereby set up, establish and declare that the following restrictions and covenants shall apply to all of said lots and to all persons and entities owning said lots, or any of them, hereafter, with these covenants to be effective as of the date of this instrument and to be an appurtenance running with the land and binding on all persons or entities claiming title under or through Lloyd L. Stewart and Chester Colston until October 1, 2004, 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 then owners of said lots has been recorded agreeing to change or modify said covenants, in whole or in part.

1. All lots in said subdivision shall be used for single family residential purposes only, and no lot shall be subdivided into less than one (1) acre tracts. No business or commercial activity shall be conducted on any lot other than such activity which is customarily considered to be purely incidental to residential use and in no way constitutes a nuisance to other property owners.
 2. No structure shall be located closer than 30 feet from the center of any street or roadway and shall not contain less than 700 square feet of living space unless a written variance approved by the developers is obtained prior to beginning of construction of said residence.
 3. All lots are conveyed subject to a Georgia Power Company easement for installation of poles and utility lines and subject to an easement reserved by Grantors 10 feet in width along the boundary line of said lots for installation and maintenance of water lines and utility lines.
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4. All houses must be completed within two (2) years from the date construction is begun. No fuel tanks nor similar storage receptacles may be exposed to view nor shall any structure of a temporary character be used as a residence.
5. No junk or undrivable vehicles shall be allowed to be left on the premises. No garbage or trash shall be allowed to accumulate on the property, and all trash containers must be kept concealed from adjacent dwellings and roads.
6. No chicken houses or hog lots shall be permitted with only those animals commonly defined as domestic pets being allowed, with the provision that such pets shall be either fenced or leash-controlled by their owners so as not to cause a nuisance to other property owners.
7. No dirt bikes or motorcycles without adequate mufflers shall be allowed although motorcycles and similar vehicles with adequate muffler systems shall be permissible, provided they are not used in such a manner as to cause a nuisance to other lot owners.
8. No activity shall be permitted by any lot owners, their children or pets which shall constitute a nuisance or deprive other lot owners within said subdivision from the peaceful enjoyment of their property.
9. No mobile homes, trailers or campers shall be placed on said property.
10. All property owners agree to join a property owners' association for the maintenance of the roadways within said development with the understanding that said roadways are for the mutual, joint, unrestricted use of said property owners with the responsibility for the maintenance and repair of said roads to be that of the property owners' association.
11. The owners of each lot through which a stream or creek runs shall preserve said stream or creek in such a manner as to allow said water to run without diminution and free of pollution.
12. If the parties hereto or any of them or their heirs or assigns or successors in title shall violate or attempt to violate any of the covenants and restrictions recited herein, it shall be lawful for any person or persons owning any real property situated in Rainey Mountain Acres, Phase Two, to prosecute by any proceedings of law or in equity against the person or persons violating any such restrictions and/or covenants either to prevent him or them from doing so or to receive damages for such violation, or both.


LLOYD A. STEWART (SEAL)


CHESTER COLSTON (SEAL)