

ORIGINAL COVENANTS

RECORDED APRIL 24, 1984

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GEORGIA, HABERSHAM COUNTY.

THIS DECLARATION OF PROTECTIVE COVENANTS made this 24th day of April, 1984, by CARLOS LOVELL and FRED LOVELL, hereinafter referred to as "Owners", of the State of Georgia, and County of Habersham,

W I T N E S S E T H :

THAT WHEREAS, the owners above mentioned own a tract of land which is more fully described on "EXHIBIT A", hereto attached and made a part hereof; and,

WHEREAS, it is to the interest, benefit and advantage of the Owners and to each and every person who shall purchase any parcel from the above-described tract of land from Owners 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 benefits to be derived by the Owners and by each and every subsequent purchaser of any parcel of the above-described tract of land, the Owners do hereby set up, establish and declare the following protective covenants, said covenants to apply to all parcels within the property above-described. These protective covenants shall become effective immediately and shall read as follows:

1. All parcels within the boundaries of the above-described land shall be used exclusively for residential purposes.

2. Not more than one single-family dwelling house may be erected or constructed on any parcel of said land and not more than one accessory building for utility use or garage may be constructed in connection therewith. No residence shall be constructed on any parcel within the above-described lands with less than 1,200 square feet of heated living space. All dwellings and accessory buildings must be completed within six months from the date construction thereof begins unless the Purchase of any parcel has written consent of Owners stating otherwise. No

mobile homes, camper, tents, shacks, or similar structures shall be erected or placed upon any parcel of said land at any time except with written permission of Owners.

3. No metal roofs shall be used on any structure constructed on said property.

4. Prior to commencement of construction of any dwelling the owner of said parcel shall obtain all necessary building permits and shall obtain approval of the sanitary disposal facilities by the Habersham County Board of Health.

5. No trade or business shall be carried on and no activities shall be permitted on any parcel or area of said property which would become an annoyance or nuisance to the neighborhood. No animals or fowl shall be kept or maintained on any lot except customary household pets.

6. All parcels of said land shall be kept in a clean and sanitary manner with proper garbage and trash disposal facilities.

7. No building shall be constructed on any of said property with concrete block, asbestos shingle or tar paper exteriors.

8. Easements for installation and maintenance of utilities and drainage facilities are reserved.

9. No building shall be constructed within 30 feet of the waters edge of river front lots nor 15 feet to side lot lines or rear lot lines.

10. A septic tank as prescribed by the State Health Department and approved by the Habersham County Health Department, together with a drain field shall be installed on each approved lot. Owner must request and receive permit before construction starts.

11. All property owners shall have a right of ingress and egress upon and over the roadways constructed which connect any parcel with the public road.

12. No motorcycle shall be allowed to travel along the streets of this Subdivision or any of the property included in this Subdivision unless it is at all times equipped with a



muffler in good working order and in constant operation to prevent excessive or unusual noise or annoying smoke, and no person shall use a muffler cut-out, bypass, or similar device upon a motorcycle upon any street or property in this Subdivision.

13. These restrictions shall be considered as covenants running with the land and shall bind the purchasers, their heirs, executors, administrators and assigns, and any violation thereof may be restrained through injunction proceedings at the instance of the Owners or the subsequent purchaser of any parcel or portion of the above-described property. The invalidation of any one of these covenants or restrictions shall in no way affect any of the other provisions hereof which shall remain in full force and effect. These restrictions and covenants shall continue until January 1, 2004, and for successive periods of ten years thereafter until revoked by the vote of a two-thirds majority of the owners of parcels comprising the above-described lands. These restrictions and covenants may be changed, amended or revoked by a two-thirds vote of the owners of parcels comprising the above-described lands. *Each lot constitutes one vote. J.L.L.*

IN WITNESS WHEREOF, the owners hereinabove-named have hereunto set their hands and affixed their seals, the day and year first above written.

Carlos Lovell (SEAL)  
CARLOS LOVELL

Fred Lovell (SEAL)  
FRED LOVELL

Signed, sealed and delivered

in the presence of:

Lo Anne Roberts

M. Keith York  
Notary Public

Robert Audenberg  
 P.O. Box 1348  
 Clarkesville, Ga  
**Soque Wilderness**  
**Property Owners Association**  
 Clarkesville, Georgia 30523

Filed July 2, 1992 1:31pm  
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 ERNEST W. HATTONS JR.



APPROVED ADDENDUM  
 TO COVENANTS  
 RECORDED 7/2/92

**AMENDMENT I**

Reference Soque Wilderness Protective Covenants, 24 April 1984,  
 Page 3, Covenant 13.

1. Discharging of firearms is prohibited.
2. Speed limit not to exceed 20 MPH.
3. Pets will be leashed when outside their property boundary. (wildlife protection, nuisance, hazard)
4. Trash containers used for on-road pickup will be of standard size, sealable, a color in harmony with nature, and only be left on/at the road pick-up site for a reasonable time for routine trash collection.
5. No house trailers on properties prior to, during, or after permanent housing construction.
6. All trailers, boats, or like stored items shall be housed in a permanent shelter architecturally in harmony with the permanent house structure.
7. All fencing shall be wood, in concert with natural surroundings, split-rail or other open styling, with no part(s) to exceed 36 inches in height. Any fencing, other than decorative, is discouraged.
8. Power driven two-wheel, three-wheel, or four-wheel all terrain vehicles (go-carts, motorcycles, ATVs, etc.) will be limited to use within ones' property, and are not permitted on any community roads or off-road areas within the subdivision.
9. Signs for solicitation or advertising may not be displayed within the subdivision. (builder advertising, for sale, etc.)
10. Builder is required to meet with developer prior to construction to discuss community restrictions.
11. No construction will be started prior to the installation of portable toilet facilities and sufficient refuse/trash containers.
12. No junk, and no wrecked or undrivable automobiles shall be kept on the property.
13. 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 neighbors or the neighborhood.

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14. Truck load/weight limitations, i.e. builders supplies, dirt, rock, etc., will be established by the developer or the Board of Directors of SWPOA prior to truck delivery. Load limit on concrete delivery is 4 cu. yds. Any road or property damaged by the delivery of supplies, dirt, rock, concrete, etc. shall be repaired immediately, and the property owner contracting such delivery shall bear all repair costs.
15. All roads/driveways shall be surfaced with rock, gravel, concrete, or asphalt immediately after grading.
16. Sufficient screening shall be erected to prevent contamination of the river and other properties, in particular, from silt construction debris, etc.
17. No kudzu plant may be planted within the subdivision boundaries.
18. Open fires are generally prohibited on any lot. Open fires may be permitted at times or in places provided a Habersham burning permit is obtained, and permission given by the SWPOA Board of Directors, or the developer. ANY PROPERTY DAMAGE CAUSED BY BURNING, UNDER ANY CIRCUMSTANCES OR CONDITIONS OR PERMISSION, SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER DOING THE BURNING, OR HAVING THE BURNING ACCOMPLISHED, AND THAT PROPERTY OWNER SHALL BEAR ALL FINANCIAL REPARATIONS.
19. Prohibition of river and river bank intrusion: No structure, including piers, docks, floats, decks, platforms, etc. may be placed or fabricated to encroach or penetrate within a 6 foot vertical plane of the top of the river bank, or anything that alters the natural appearance of the river when viewed toward an upriver or downriver direction. The purpose is to keep the natural flavor of the river and the bank intact. It is hoped that vegetation will be used when possible to prevent erosion.
20. To preserve Soque Wilderness as a residential subdivision for the habitation and enjoyment of all its residents and property owners, and to preserve the private environment for the same, daily, weekend, or weekly short term "resort type" rental of property is prohibited.
21. Soque Wilderness Property Owners Assn. dues, fees, and assessments; Failure to pay. Each owner of any lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (a) Annual dues. (b) Special assessments, (i.e. road fund, road maintenance, etc.) such assessments to be established and collected as hereinafter provided. All such assessments, costs, and attorney's fees shall be a charge on the land and shall be a continuing lien upon the lot on which assessment is made. Each such assessment and reasonable attorney's fees actually incurred, shall also be the personal obligation of the person who was the owner of such Lot at the time the assessment fell due.

Covenant 21. (continued)

All sums assessed against any lot pursuant to this Declaration, and attorney's fees actually incurred, as provided herein, shall be secured by a lien on such lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such lot, except for liens of ad valorem taxes and liens for all sums unpaid on a first mortgage.

Any assessments which are not received by the close of business on the due date shall be delinquent. The Association shall cause a notice of delinquency to any member whose payment has not been received within thirty (30) days following the due date. If the assessment has not been received within sixty (60) days following the due date, a lien, as herein provided, shall attach, and shall include all costs of collection, attorney's fees, and any other amounts provided or permitted by law. In the event that the assessment has not been received within ninety (90) days after the due date, the Association may, as the board shall determine, institute suit to collect such amounts, and to foreclose its lien. Each Owner, by acceptance of a deed, or as a party to any other type of conveyance, vests in the Association or its agents the right and power to bring all actions against him or her, personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this paragraph shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid on the lot at any foreclosure sale, or to acquire, hold, lease mortgage, or convey the same. No Owner may waive or otherwise except liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the lot. No diminution or abatement of assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with the law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of each Owner. All payment shall be applied first to costs and attorney's fees, then to delinquent assessments, and then to current assessments.