

DECLARATION OF PROTECTIVE
AND RESTRICTIVE COVENANTS

STATE OF GEORGIA
COUNTY OF HABERSHAM

THIS DECLARATION of Protective and Restrictive Covenants made this 20th day of August, 1988, by MICHAEL B. HILL and JIMMY N. WILLIAMS, hereinafter called the "Declarants";

W I T N E S S E T H:

THAT WHEREAS, Declarants are the owners of a subdivision in Habersham County, Georgia, known as WINDING STAIR ESTATES, the currently developed portion and that property to which these covenants shall apply being described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, it is to the best interest, benefit and advantage of Declarants, as Developer, as well as to the benefit, interest and advantage of each and every person who shall hereafter purchase and acquire any lot in Winding Stair Estates that certain Protective Covenants governing and regulating the use and occupancy of same be established, fixed and set forth and declared to be covenants running with the land;

NOW, THEREFORE, for and in consideration of the premises and of the benefits and advantages to be derived by the Declarants and each and every subsequent owner of every lot therein, Declarants do hereby establish, promulgate and publish the following Restrictive Covenants, which shall bind all persons hereafter owning said lots or any of them. Every Crantee of any interest in such property made subject to this Declaration, by acceptance of a deed or other conveyance of such interest, whether or not it shall be so expressed in any such deed or other conveyance, whether or not such deed or other conveyance shall be signed by such person, and whether or not such person shall otherwise consent in writing, shall take subject to this Declaration and to the terms and conditions hereof and shall be deemed to have assented to said terms and conditions.

ONELAND USE AND BUILDING TYPE

All of the lots in said subdivision shall be known, described and used solely as single-family residential lots, and no structure shall be erected, altered, placed or permitted on any lot other than one detached, single-family dwelling, which shall not exceed two stories (plus basement), in height above the ground. The erection of a detached garage shall be permitted if consistent and harmonious with the style and construction of the residential dwelling on said lot and the other dwellings in said subdivision.

No temporary building, house trailers or mobile homes, single or double wide, and whether permanently attached or not, will be permitted as a temporary or permanent residence. There shall be no duplexes, kindergartens, boarding or lodging houses, church buildings, apartment houses, townhouses, condominiums, cluster homes or row housing.

The exterior walls of all buildings constructed or to be constructed on all lots subject hereto shall be of brick, brick veneer, concrete, stone, wood siding, and of no other materials. No tin roofs will be permitted. All concrete blocks shall be stuccoed or otherwise covered.

No preconstructed, modular or prefabricated dwelling shall be allowed to be moved upon the property.

TWOANIMALS AND PETS

No stable, poultry house or yard, rabbit hutch or other similar structure shall be constructed or allowed to remain on any lot, nor shall livestock of any nature or classification whatsoever be kept or maintained on any lot without the express written permission of Declarants first had and obtained. However, household pets shall be permitted, provided they are not raised for commercial purposes.

THREESIZE OF DWELLINGS

No dwelling shall be erected as a copy or duplicate of any other existing

dwelling in said subdivision nor shall be erected on any of the lots in said subdivision where the dwelling ground area thereof shall be less than fifteen hundred fifty (1550) square feet actual living and heated quarters in the case of a one-story structure. In the case of one and one-half story structure, two-story structure, split-level structure or split-foyer structure, no dwelling shall be erected on any lot in said subdivision where the ground area or main floor actual living and heated quarters thereof shall be less than eight hundred (800) square feet and where the second floor or upstairs is less than seven hundred fifty (750) square feet actual living and heated quarters. These minimum requirements of square foot ground area shall be exclusive of storage areas, terraces, verandas, porches, carports, garages, patios, and similar items of construction. All phases of construction shall be in conformity and harmony with the external design and general quality with the existing standards of the other structures in the subdivision.

FOUR

RESUBDIVISION OF LOTS

No residential lot shall be resubdivided into building plots of lesser size than the original as sold by Declarants. Boundary lines shall not be changed so as to reduce the size of any lots.

FIVE

OFFENSIVE TRADE HOBBY AND ACTIVITIES

No noxious or offensive conduct shall be carried on or upon any lot, nor shall anything be done thereon which could reasonably disturb the peace, comfort, quiet, serenity or cause embarrassment, discomfort, loud noises, noxious odors, annoyance or nuisance to the neighborhood. The pursuit of hobbies or other activities including specifically the repair, assembly and disassembly of motor vehicles, operation, repair, assembly or disassembly of motorcycles, race cars, dune buggies, boats or guns or other mechanical devices, which might tend to cause disorder, unsightly or unkept conditions shall not be pursued.

SIXBUILDING LOCATION

No dwelling or other buildings or structures constructed on the lots in said subdivision shall be located on any building site nearer to the front lot line than thirty (30) feet nor nearer to either side lot line than thirty (30) feet nor nearer to any structure on an adjacent lot or building site than thirty (30) feet. However, this restriction shall not prevent an owner of two adjoining lots from erecting one dwelling only on the line dividing the two lots so situated, but thereafter, said two lots shall be treated and considered as one lot and shall not thereafter be subdivided. Actual dwellings shall be constructed no closer than thirty (30) feet to each other from any point.

SEVENGENERAL REQUIREMENTS

- (a) Before any house may be occupied for residential purposes, it must be completely finished on the exterior. All construction projects including paving driveways and landscaping must be completed within one (1) year from the date the building of the dwelling is started.
- (b) No part of this property shall be used or maintained as a dumping or storage ground for rubbish, (junk cars included), trash, garbage, or other wastes, nor any vehicles storing same. If public authorities do not provide for the removal of such trash, garbage, or other wastes, the grantee hereby covenants to dispose of such items at regular intervals, either by approved incinerator, mechanical disposer, or by arranging for the removal thereof from the premises to a public dump or other point of disposal.
- (c) No business, trade, profession, or commercial (or commercial equipment) activity or calling of any kind shall be conducted in any building or on any portion of the property conveyed. No tractor-trailers shall remain overnight on any lot unless used in connection with actual construction of a dwelling or connected building.
- (d) No commercial signs shall be erected or maintained on any lot except with the written permission of Declarants or except as may be required by legal

proceedings. Property identification and like signs exceeding a combined total of more than three (3) square feet may not be erected without the written permission of Declarants.

(e) No exposed above-ground tanks will be permitted for the storage of fuel or water or any other substance, except that such tanks may be placed above-ground provided they are kept in a screened enclosure which must be compatible in appearance and locale on to the previously constructed house. Any such screened enclosure must exceed in height by at least one (1) foot any such tank as may be placed therein.

(f) No chain link or barbed wire fences may be constructed. Other fences may be erected with written approval of Declarants.

(g) Each property owner shall provide space for parking two vehicles off the subdivision street prior to occupancy of any dwelling constructed on said lot and shall not use the streets for parking any vehicle at any time.

(h) All electrical service and telephone lines serving each dwelling shall remain underground on each lot.

(i) All mail or paper delivery boxes shall be made of brick, brick veneer, concrete, stone or wood and of no other material.

(j) All private driveways leading from subdivision streets shall be paved with hard surface, i. e., asphalt, brick, stone or concrete.

(k) All garbage cans, equipment, coolers, wood piles or storage areas shall be walled in to conceal them from the view of neighboring lots, roads or streets.

(l) Hereafter no one shall construct, plant or otherwise place a fence, wall, shrub, tree line or other such barrier or allow such to grow to a stage where said object will be more than ten (10) feet above ground level at any point, except a personal residence or appurtenant structure of three stories (including basement).

(m) No garage sales or auctions may be held on any lot.

EIGHT

ENFORCEMENT

Violations or attempted violations on the part of any owner or his heirs,

administrators, executors and assigns during the terms of these restrictions shall afford any other person or persons owning lots in said subdivision a right of action at law or in equity against the person or persons violating or attempting to violate these covenants either to restrain violations or to recover damages or both. Anyone violating these covenants shall be liable, in addition to any other damages proven, for reasonable attorney fees and court costs of one prosecuting the violation.

NINE

SEVERABILITY

Whenever possible, each provision of this Declaration shall be interpreted in such a manner as to be effective and valid, but if any provision of this Declaration or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end provisions of this Declaration are declared to be severable.

TEN

AMENDMENT

Declarants reserve the right to amend these Covenants at any time until two-thirds (2/3) of the total number of lots have been sold by Declarants. Thereafter, these Covenants may be amended at any time by a document properly executed by the owners of two-thirds (2/3) of the total number of lots in this subdivision.


ELEVEN

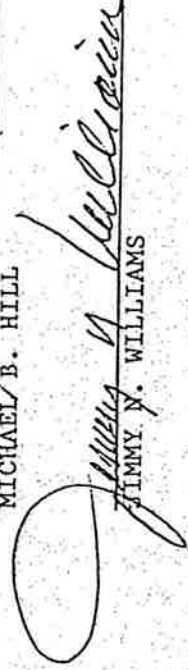
DURATION

The Covenants and Restrictions of this Declaration shall run with and bind the land, shall be and remain in effect, and shall inure to the benefit of and be enforceable by Declarants or the owners of any lot now or hereafter subjected to this Declaration, their respective heirs, legal representatives, successors and assigns, for a term of twenty (20) years from the date of this

Declaration being filed for record in the office of the Clerk of Superior Court of Habersham County, Georgia. Said Covenants and Restrictions may be renewed and extended, in whole or in part, beyond said twenty (20) year terms for successive periods not to exceed ten (10) years each if an agreement for renewal and extension is signed by at least two-thirds (2/3) of the property owners whose lots are then subject thereto. No such agreement for renewal and extension shall be effective unless filed for record at least one hundred eighty (180) days prior to the effective date of such renewal and extension. Every purchaser or grantee of any interest in any property subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that the Covenants and Restrictions of this Declaration may be extended as provided in this Section.

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


 MICHAEL B. HILL (SEAL)


 JIMMY N. WILLIAMS (SEAL)

Signed, sealed and delivered

in the presence of:

Carol Jo Strubing
 Witness

Notary Public _____
 My Commission Expires: _____