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PROTECTIVE COVENANTS AND ROAD MAINTENANCE PROVISIONS

GEORGIA,

HABERSHAM COUNTY.

THIS DECLARATION OF PROTECTIVE COVENANTS AND ROAD MAINTENANCE PROVISIONS made and published this 13th day of July, 1989, by ALL REGION REALTY CORPORATION.

WITNESSETH: THAT WHEREAS, ALL REGION REALTY CORPORATION, is the present owner of a tract of land lying and being in Land Lot 130 of the 2nd Land District of White County, Georgia, shown and designated as Lots 6-12, Phase 2, Lavista Woods Subdivision on a Plat of Survey prepared by Eddie Hood, County Surveyor, dated June 29, 1989, a copy of said plat being of record in the office of the Clerk of Superior Court of White County, Georgia, in Plat Book 19, Page 213, to which said Plat and the record thereof reference is hereby made for a more complete description; and is also the present owner of all that tract of parcel of land lying and being in Land Lot 130, of the 2nd Land District of White County, Georgia, shown and designated as Lots 1 and 2 on a Plat of Survey prepared by Eddie Hood, County Surveyor, dated November 12, 1988, a copy of said plat being recorded in the office of the Clerk of Superior Court of White County, Georgia, in Plat Book 19, Page 162. a more complete description, and

WHEREAS, it is to the interest, benefit and advantage of ALL REGION REALTY CORPORATION, and to each and every person who shall hereafter purchase any part of the land shown on the plats hereinabove referred to that certain Protective Covenants and Road Maintenance Provisions governing and regulating the use and occupancy of said property and the Roads servicing same, be established, set forth and declared to be covenants running with the land.

NOW THEREFORE, for all and in consideration of the benefits to be derived by ALL REGION REALTY CORPORATION, and by each and every subsequent owner of any of said land the said ALL REGION REALTY CORPORATION does hereby set up, establish, promulgate and declare the following covenants and provisions to apply to all of said land and to all persons owning any of said land either presently or hereafter. These Protective Covenants and Road Maintenance Provisions shall become effective immediately and run with

the land and shall be binding on all persons for a period of twenty (20) years from the date these Covenants and Provisions are recorded, at which time these covenants and provisions may be extended or terminated in whole or in part as hereinafter provided.

1. USE. The said land shall be used exclusively for residential purposes. The term "residential purposes" shall not exclude the use of said property for gardening and maintaining of usual domestic pets.

2. NUISANCES. No activity shall be carried on upon said land which would contribute an unreasonable and substantial interference with the use and enjoyment of the land by the residential owners thereof.

3. GARBAGE AND REFUSE DISPOSAL. No part of said land shall be maintained as a dumping ground for rubbish or garbage. Trash, garbage and other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

4. SEWAGE DISPOSAL. All sewage disposal systems placed on said land shall be located and constructed in accordance with the requirements, standards, and recommendations of the White County Public Health Department, and permits shall be obtained from the County Health Department as required.

5. ROAD MAINTENANCE PROVISIONS. The owners of each lot shall be jointly responsible with the owners of all other lots on a Pro Rata basis per lot for the costs of all maintenance repairs and improvements for Lavista Drive shown on the Plat first referred to above and the extension thereof in a Southeasterly direction to Gerrells Road. In addition to the road referred to immediately above, the owners of Lots 7, 8 and 9 shall be jointly responsible on a Pro Rata basis per lot for the costs of maintenance, repair and improvement to their access road shown as a 40 foot road easement on the Plat first referred to above.

The owners of said lots, by a majority vote, (one vote per lot) may assess the costs of any such maintenance, repairs and improvements and the owners of each lot shall pay his Pro Rata Share of same.

The owners, from time to time shall select one of their members to act as Secretary-Treasurer. Such person shall have the responsibility

of giving notice of meetings and assessments to the other owners and the collection of assessments and payment of bills for repairs, maintenance, and improvements.

Any assessments made by the owners as above provided shall constitute a lien upon each lot until paid and shall also be the personal obligation of the owners of each lot at the time the assessment became due. The remaining owners may bring legal action against any delinquent owner who is personally obligated for any assessment lien and may bring action to foreclose any delinquent lien in the same manner as materialman's and laborer's liens are enforced under the laws of the State of Georgia. The persons bringing such action shall be entitled to recover a reasonable attorney's fees and all costs of collection.

6. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 20 years from the date these covenants are recorded, successive periods of ten (10) years unless and instrument signed by the then owners of a majority of the lots, exclusive of parties who may hold title or lien to secure indebtedness, has been recorded among the deed records of Habersham County, Georgia, agreeing to change said covenants in whole or in part. The owners of lots comprising a two-thirds majority of the total number of lots in said subdivision may at any time amend and alter the terms of these covenants.

7. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damage.

8. EFFECT OF FORECLOSURE OF LIEN. It is expressly provided that a breach of any of the protective covenants or conditions herein set out shall not defeat or render invalid the lien of any mortgage, security deed or deed of trust, made in good faith, and for value, as to the said premises, or any part thereof; but said protective covenants and conditions shall be binding upon and effective against any owner of any lot or lots within said subdivision whose title thereto is acquired as a result of foreclosure, sale under power, trustee's sale, or otherwise, as to the ownership and use by any owner who so acquires title.

9. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provision which shall remain in full force and effect.

IN WITNESS WHEREOF, the said ALL REGION REALTY CORPORATION has hereunto set its hand and affixed its seal, the day and year first above written,

ALL REGION REALTY CORPORATION (SEAL)

Executed in the presence of:

By:

Samuel Bunter

[Signature]
President

NOTARY PUBLIC
Notary Public
My Com. Expires: 4-30-93

Georgia, White County
Filed 17 day of July 1989
at 7:30 o'clock AM
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Page 135-36 date 7-17-89
Chris Jackson
Clerk