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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS 90 MAR 22 PM 2:27

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS BOOK 247 PAGE 183-287  
CAROL JACKSON, CLERK

this 22 day of March, 1990, by Vista View Development Corp., and Walter

A. Beute, as Declarant:

W I T N E S S E T H :

THAT WHEREAS, Declarant is the owner of the following described

real estate, to-wit:

ALL THAT TRACT or parcel of land lying and being in Land Lot 150 of the 3rd Land District of White County, Georgia, consisting of 3 tracts containing a total of 61.85 acres, more or less, as shown on the plat of survey made for James A. and Rose Marie Moore by Eddie Hood, C.S., under date of March 6, 1990, 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 247, to which said plat and the record thereof reference is hereby made for a more complete description.

WHEREAS, Declarant desires to impose upon the above described property certain restrictions for the benefit of Declarant and any subsequent owner thereof.

NOW THEREFORE, Vista View Development Corporation and Walter A. Beute declare that the above described land is hereby subjected to the following easements, restrictions, covenants, and conditions which shall be binding on Declarant and all subsequent owners of the above described property or any part thereof.

ARTICLE I

EASEMENT FOR INGRESS AND EGRESS

The owner of the property subject to this Declaration shall have an easement for ingress and egress over and along the subdivision roads in Vista View Estates. The owner of the above described land shall pay to the Vista View Owners Association an annual fee of \$150.00 for use of said roadways. In the event the above described land is subdivided, the owner of each parcel subdivided therefrom shall pay said annual road maintenance fee of \$150.00.

ARTICLE II

USE RESTRICTIONS

Section 1. Signs and Billboards. No signs, billboards, posters or advertising devises of any character shall be erected, permitted or maintained on any part of the property.

Section 2. Oil and Mining Operations. No oil drilling or development operation, soil refining, quarrying, or mining operations of any kind shall be permitted upon any part of the property, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any part of the property. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any part of the property.

Section 3. Storage and Disposal of Garbage and Refuse. No part of the property shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste materials shall not be kept, except in sanitary containers constructed of metal, plastic, or masonry materials with sanitary covers or lids.

Section 4. Unlicensed Motor Vehicles. No unlicensed motor vehicles shall be allowed on the Property.

Section 5. Pets. No cows, hogs, or commercial poultry may be kept on any part of the property. Horses may be kept for personal recreational use. If any horse is kept on a part of the property which has lake frontage, a fence or other device must be used so as to prevent any horse from coming within twenty (20) feet of the lake shore. Should such pets become a nuisance in the opinion of the Declarant, they must be removed from the Property. No pets are to run at-large.

Section 6. Drainage. Natural drainage of streets, property, or roadway ditches will not be impaired by any person or persons. Driveway culverts will be of sufficient size to afford proper drainage of ditches without backing water up into a ditch or diverting flow.

Section 7. Additional Restrictions.

(a) Except as provided in sub-section (h) hereof, the said land shall be used exclusively for residential purposes and shall have constructed thereon residences containing a minimum of one thousand (1,000) completed square feet of living (heated) space, exclusive of carport and/or unfinished basement, and any dwelling or more than one (1) story shall contain a minimum of eight hundred (800) square feet on the first or main floor. No building or structure may be nearer than twenty (20) feet to the side or back lot lines, nor nearer than fifty (50) feet to the line of the road right-of-way. No mobile homes,

temporary houses, trailers, manufactured homes, tent or similar units or structures shall be placed on any lot except as otherwise provided in this or any supplementary Declaration. Travel trailers and motor homes may be parked on the Owner's property while in residence in a completed dwelling and may be used for living quarters while the principal residence is under construction. Until a residence has been constructed, the Owner of the property may camp on it for not more than two (2) weeks in any one (1) year while cleaning or clearing up the property. No concrete block building or tar paper structures shall be erected on the property. All building exteriors shall be completed within four (4) months from the date construction begins.

(b) This property shall not be subdivided into any tracts containing less than two (2) acres.

(c) For ecology purposes, any land left freshly graded and exposed shall be planted with grass or covered with hay, straw, pine straw, or sawdust as soon as possible and in no case shall bare land be exposed for a period of more than sixty (60) days. Each purchaser shall be responsible for proper sewerage and garbage disposal.

(d) No noxious trade, offensive activity, business, manufacture, or industrial use shall be permitted on any of the property, nor shall anything be done thereon which shall be or become any annoyance or nuisance to the neighborhood. No activity shall be carried on upon said land which would constitute an unreasonable and substantial interference with the use and enjoyment of the land by the owners of Lots in Vista View Estates. Tanks for the storage of fuel maintained on any part of the property shall be buried or enclosed. No unregistered or inoperable motor vehicles shall be moved or kept on any part of the property in such manner as to be visible from any point on any adjacent lot of Vista View Estates, or any street or road.

(e) No outside toilet shall be constructed on any of the property. All plumbing fixtures, dishwashers, toilets, or sewerage disposal systems shall be connected to a septic tank or other sewage system approved by the Declarant and the appropriate governmental authority.

(f) All primary electrical wires, telephone lines, television cables, and other utility facilities or systems serving the property will be run either above or underground and all secondary distributions

of such utility serving the property shall be underground except where complications exist in laying of said underground utility and then only with the approval of Declarant. Any expense as to the acquiring of distribution utilities from any primary utilities will be borne by the purchaser of the property so served.

(g) Purchaser(s) are responsible for all damage done to roads or driveways by the purchaser, builders, subcontractors, and those working for purchaser while in transit or by constructing houses or dwellings on any part of the property. Normal wear and tear of streets and roads is excepted.

(h) The land subject to this Declaration may be used for a horticulture business provided no retail sales shall be made on the premises.

#### ARTICLE III

##### ENFORCEMENT PROVISIONS

In addition to, and not cumulative of, all other provisions hereof, enforcement of the Covenants, Conditions and Restrictions contained herein and of any other provisions hereof may be effected by either any property owner, or the Declarant, at the election of the party seeking enforcement thereof, by:

(a) Proceedings at law against any person or persons violating or attempting to violate such Covenants, Restrictions or Provisions; or

(b) Injunction or restraining order in equity to enforce compliance herewith; or

(c) Suit for damages; or

(d) By an appropriate proceeding at law or in equity against the land or the owner or occupant thereof to enforce any lien, charge or obligation arising by virtue thereof.

The failure of Declarant, or any owner to enforce any of said Covenants, Conditions and Restrictions, when, in its reasonable opinion, such waiver or variance will not be detrimental to the development of the Property, shall in no event be deemed a waiver of its rights to enforce said Covenants, Conditions and Restrictions thereafter. All remedies provided in this instrument, or at law or in equity, shall be cumulative and not exclusive.

ARTICLE IV

TERM

The restrictions hereby imposed shall remain in force for a period of twenty (20) years from the date hereof and after the initial term shall automatically be extended for successive ten (10) year terms unless an instrument removing such restrictions is filed by the owner of the land subject to this Declaration. In order for the termination of restrictions to be effective, such termination must be consented to by the owners of adjoining properties.

ARTICLE V

AMENDMENTS

This Declaration of Restrictions, Covenants, and Conditions may be amended at anytime by the owner of the land subject to this Declaration prior to any subdivision thereof. In the event the land subject to this Declaration is subdivided, this Declaration may be amended by a majority of the owners of the land subject to this Declaration. No amendment to this Declaration shall be effective unless it is consented to by owners of adjoining properties.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration, this 22nd day of March, 1990.

VISTA VIEW DEVELOPMENT CORP.,  
A New York Corporation (SEAL)

By: Walter A. Beute  
WALTER A. BEUTE, Pursuant to  
Power of Attorney dated July  
23, 1988, recorded in Deed  
Book 151, Page 232, Office of  
the Clerk of Superior Court,  
White County, Georgia.

Walter A. Beute (SEAL)  
WALTER A. BEUTE

Signed, sealed and delivered  
this 22 day of March,  
1990, in the presence of:

James Schwartz  
Witness  
Stephen J. Frankham  
Notary Public  
My Comm. Expires: 4-30-93  
NOTARY PUBLIC