

State of Georgia
County of Gilmer
Recorded: May 20, 1994
Recorded in Book 400 Page 7344

Protective Covenants

This declaration of protective covenants is made and published this 12th day of May, 1994, by Ralph Hagedorn and Betty Hagedorn, hereinafter referred to as "Developer".

Witnesseth:

That whereas, said Developer is the owner of the development generally known in the community as Goose Island Hide Away and being a development of all those lots, tracts or parcels of land situate, lying and being in the 7th District and 2nd Section of Gilmer County, Georgia, and being part of Land Lot Nos. 179, 180 and 181, and in the 10th District and 2nd Section of Gilmer County, Georgia, and being part of Land Lot Nos. 162 and 163, containing 230.09 acres as shown on a plat of survey prepared by Greer Dover, Gilmer County Surveyor, dated January 1993, said plat being recorded in Plat Book 22, page 165, in the Office of the Clerk of Superior Court, Gilmer County, Georgia. Phase One of said development is shown on a plat of survey prepared by Lane S. Bishop, Georgia Registered Land Surveyor No. 1575, dated March 14, 1994, and recorded in Plat Book 24, page 56-62. Office of the Clerk of Superior Court, Gilmer County, Georgia.

Whereas, it is to the interest, benefit and advantage of Ralph Hagedorn and Betty Hagedorn, and to each and every person who shall hereafter purchase any lot, tract or parcel of land in said development 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 premises and of the benefits to be derived by Ralph Hagedorn and Betty Hagedorn, and each and every subsequent owner of any of the lots in said development, said Developer does hereby set up, establish, promulgate, and declare the following protective covenants to apply to all of said lots and to all persons owning said lots, or any of them, hereafter; these protective covenants shall become effective immediately and run with the land and shall be binding on all persons claiming under and through Ralph Hagedorn and Betty Hagedorn, to wit:

1. Sewage Disposal: A septic tank and proper drain field, in accordance with the standards of the Health Department of the State of Georgia, will be used for sewage disposal for houses constructed on said subdivision lots.
2. Temporary Structures: No structure of a temporary character, such as a basement, trailer, lean-to, tent, shack, garage, barn or other outbuilding will be used on any lot at any time as a residence either temporarily or permanently. The exterior of all structures to be constructed on any said lots shall be completed within six (6) months from the date that construction begins.
3. Mobile Home or Manufactured Homes: No mobile home, pre-fabricated home or manufactured home of any type will be used or located on any lot at any time as a residence either temporarily or permanently. All homes must be built on site.
4. Building Location: No house will be built closer to an adjoining subdivision lot than fifteen (15) feet from the side and rear lot lines.

5. Land Use: No lot will be used for any purpose other than residential use. No building shall be erected on any lot that will be used as a school, church, kindergarten, or business of any type with the exception of the Developer's office.

6. Easements: Easements for installation and maintenance of utilities are reserved whereby power, telephone, cable tv and water lines with all essential clearing may be installed along the roads which traverse the above-described lots and/or along the side and rear lot lines. All utilities shall be underground except those in areas where the terrain cannot accommodate equipment required to install underground utilities. No television antennas permitted or satellite dishes in excess of twenty four (24) inches in diameter will be permitted.

7. Architectural Review: Concrete block construction is prohibited on any lot except that concrete block may be used in the foundations and chimneys of houses erected on said lots, and must be covered with either stucco, rock or wood.

All roofing shall be either slate, wood shake, wood ruff shingles, metal or architectural grade asphalt shingles.

All construction shall comply with all local and state codes and be of reasonable architectural design. All structures shall be rustic in design, and all plans and specifications shall be submitted to the Developer for approval until such time as the Developer shall release, transfer and/or assign all architectural control to any property owners' association that may be organized by the property owners.

8. Nuisances: No noxious or offensive activity will be carried on upon any lot, nor shall anything be done thereof which may be or become an annoyance or nuisance to the neighborhood. No nuisance or offensive, noisy or illegal activity will be done, carried on, suffered, or permitted upon any lot, nor will any lot be used for any illegal purpose. No recreational use of all terrain vehicles, dirt bikes, motorcycles or any similar type vehicles shall be used within the subdivision except for transportation purposes only and shall not be operated in any manner which would constitute an offensive or obnoxious activity.

Each lot will be kept and maintained completely free of any junk, trash, and garbage (including old vehicles and discarded appliances). Each lot and the improvements constructed thereon shall be maintained in a good, safe and attractive condition.

9. Landscaping: No large trees will be removed from any lot except for those necessary to clear an area for construction of a house or reasonable landscaping.

10. Separate Structures and/or Outbuildings: No separate structures of any type shall be placed upon any lot or tract consisting of less than four (4) acres unless the structure is connected to the main dwelling by a breezeway or other similar type connecting device approved by the Developer.

11. Signs: No business sign of any contractor or sub-contractor will be allowed on the property. "For Sale" signs will be permitted provided they are not in excess of one (1) square foot in size.

12. Lot Size: No lot shall be subdivided nor shall more than one (1) dwelling per lot be constructed on any lot consisting of less than four (4) acres.

13. Dwelling Size: No house or dwelling shall be constructed on any lot with less than one thousand (1,000) square feet of heated living space of the structure, excluding decks, porches, garages and basements. (Amended 9/25/95)

14. Animals: No animals, livestock or poultry shall be raised, bred or maintained on any subdivision lot, except that dogs, cats or other ordinary household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. All household pets shall be kept under the owner's control.

This covenant does not apply to any lot consisting of four (4) acres or more, to the extent that horses and/or cows shall be permitted within a fenced pasture area.

15. Roads: Right-of-way easements, forty (40) feet in width are reserved over and across the roads which traverse the subdivision as shown on the plat for the purpose of ingress and egress for all lot owners. All roads and right-of-ways shall be maintained by the lot owners on a pro-rata basis or by any property owners' association that may be organized by the lot owners.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them and cannot be amended or changed in any way unless an instrument is signed by all of the property owners in said development.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate said covenants either to restraining violation or to recover damages.

Each covenant contained herein is severable and distinct from each other and in its application to all or any portion of the premises, and the invalidity or unenforceability of any covenant contained herein as to any portion of the premises shall not affect the validity or enforceability of any of the other covenants contained herein. Invalidation of any one of these covenants by judgment or court shall in no wise affect any of the other provisions which shall remain in full force and effect.