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PROTECTIVE COVENANTS

GEORGIA, GILMER COUNTY
Clerk's Office Superior Court
Filed for Record this 17 day of
May 19 94 at 3:00 o'clock P.M.
Recorded in Book 400 Page 344
20 day of May 19 94
Clerk Superior Court

See Book 466 Page 280
See Book 675 Page 423

STATE OF GEORGIA
COUNTY OF GILMER

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 HOME: 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. No television antennas or satellite dishes permitted.

7. ARCHITECTURAL CONTROL: 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 or Wood Ruff shingles, or similar.

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 on the main level of the structure, excluding lofts, decks, porches, garages and basements.

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.

IN WITNESS WHEREOF, the said RALPH HAGEDORN and BETTY HAGEDORN have hereunto set their hands and seals the day and year first above written.

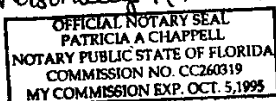
Signed, sealed and delivered in the presence of:

Ralph Hagedorn (Seal)
Ralph Hagedorn

Betty Hagedorn (Seal)
Betty Hagedorn

Anthony Palladino
Witness Anthony Palladino

Patricia A. Chappell
Notary Public
Personally Known to Me



STATE OF GEORGIA
COUNTY OF GILMER

SECURITY DEED AND AGREEMENT

THIS INDENTURE is made this 19th day of October, 1993, by and between VERNON M. DAVIS party of the first part, hereinafter referred to as "Grantor"; and PEOPLES BANK OF FANNIN COUNTY P.O. Box 1749, Blue Ridge, GA 30513 party of the second part, hereinafter referred to as "Grantee";

WITNESSETH:

**SECURITY DEED
AND
AGREEMENT**

FROM VERNON M. DAVIS
TO
PEOPLES BANK OF FANNIN COUNTY
State of Georgia
County of GILMER
I hereby certify that this instrument was filed for record in my office on the _____ day of _____, 19____ at _____ o'clock _____ m. and duly recorded on the _____ day of _____, 19____ in Deed Book 376, Page 233
Witness my hand, on the day and year first above written.

Clerk, Superior Court

SATISFACTION

THE INDEBTEDNESS WHICH THIS INSTRUMENT WAS GIVEN TO SECURE HAVING BEEN PAID IN FULL OR OTHER ARRANGEMENTS FOR PAYMENT OF THE INDEBTEDNESS HAVING BEEN MADE TO THE SATISFACTION OF GRANTEE, THIS INSTRUMENT IS HEREBY CANCELLED AND THE CLERK OF THE SUPERIOR COURT OF Gilmer COUNTY, GEORGIA IS HEREBY AUTHORIZED AND DIRECTED TO MARK IT SATISFIED OF RECORD.

GEORGIA, GILMER COUNTY
Clerk's Office Superior Court
Filed for Record this 17 day of May 1994 at 2:00 o'clock P. M.
Recorded in Book 400 Page 347
20 day of May 1994

THIS 14th DAY OF May, 19 94.
By: Peoples Bank of Fannin County
Title: Rick Browning
Rick Browning, Loan Officer

FOR: MATT WHITE & ALLISON WHITE

RIGHT-OF-WAY EASEMENT

THIS EASEMENT GRANTED TO BUILD ELECTRIC LINE TO _____

KNOW ALL MEN BY THESE PRESENTS, that I the undersigned, CARRIE C. HILL for a good and valuable consideration,

the receipt whereof is hereby acknowledged, do _____ hereby grant unto AMICALOLA ELECTRIC MEMBERSHIP CORPORATION, a cooperative Corporation, whose post office address is Jasper, Georgia, and to its successors or assigns the right to enter upon the lands of the undersigned, situated in the County of Gilmer State of Georgia, and more particularly described as follows:

_____ acres, more or less, of Land Lot No. 300 in the 6th District and 2nd Section of Gilmer County, Georgia. This land is bounded on the north by _____, on the south by _____, on the east by _____, and on the west by _____

Hereby also granting the right to permit the attachment of the wires and appliances of any other Company, person, or partnership, to said poles, and including the right to stretch communication wires on said poles and to construct, operate, and maintain on the above-described lands and, or in, upon all streets, roads or highways abutting said lands, an electric transmission or distribution line or systems, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or systems, and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

The undersigned covenant that they are the owners of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following person:

GEORGIA, GILMER COUNTY
Clerk's Office Superior Court
Filed for Record this 17 day of May 1994 at 3:28 o'clock P.
and Recorded in Book 400, Page 348
this 20 day of May 1994
Clerk Superior Court

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 17 day of MAY 1994

Signed, sealed and delivered in the presence of _____ (L. S.)
Carrie Hill

Notary Public, Georgia, State at Large _____ (L. S.)
My Commission Expires 11-30-95

Shirley E. Crooks Notary Public

Kenneth S. Davis Witness