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ELBERT SUPERIOR COURT

Book 417 Page 466-474  
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P.O. Drawer 399  
25 S. Thomas Street  
Elberton, Georgia 30635-0399

PLEASE CROSS-INDEX OUT OF:

JOHN WILTON DYE  
JAMES MILTON DYE  
REBECCA D. LOVINGGOOD

STATE OF GEORGIA     )  
                                  )  
COUNTY OF ELBERT    )

**DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS**

THIS DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS ("Declaration") is made this 25th day of May, 2006, by and between **JOHN WILTON DYE**, of Elbert County, Georgia, **JAMES MILTON DYE**, of DeKalb County, Georgia, and **REBECCA D. LOVINGGOOD**, of Elbert County, Georgia (collectively referred to as "Declarants").

**RECITALS:**

- A. Declarants own certain property located in the 196th G.M. District of Elbert County, Georgia, more particularly described on Exhibit A, attached to and made a part of this Declaration ("the Property").
- B. Pursuant to that certain Lot/Land Purchase and Sale Agreement, dated April 12, 2006, between Declarants and W. Jack Causey, Jr., including that certain Special Stipulation Continuation, Exhibit A, and Counteroffer #1, as amended and modified by that certain Amendment and Assignment of Lot/Land Purchase and Sale Agreement between Declarants, W. Jack Causey, Jr., Woodland Investments, LLP ("Woodland"), and United Bank, as Custodian of certain individual retirement accounts ("Custodian"), of even date herewith (the Lot/ Land Purchase and Sale Agreement, and all attachments, as amended and modified by the Amendment

and Assignment of Lot/Land Purchase and Sale Agreement, are collectively referred to as the "Agreement"), Declarants agreed to sell, and are this day selling, and Woodland and Custodian agreed to purchase, and are this day purchasing, a portion of the Property, more particularly described on Exhibit A as Tract One, Tract Two, and Tract Six.

C. Pursuant to the Agreement, Declarants agreed to place certain restrictions and covenants on the Property, including the tracts which Woodland and Custodian were purchasing, and Woodland and Custodian consented and agreed to such covenants and restrictions.

D. Pursuant to the Agreement and the request of Woodland and Custodian, Declarants now desire to impose certain restrictive covenants on the Property, as more particularly set forth in this Declaration.

NOW, THEREFORE, Declarants subject the Property to the following restrictive and protective covenants, the covenants being more particularly set forth as follows:

1. **Recitals Made Part of Declaration.** The above recital of facts is incorporated into and made a part of this Declaration.

2. **Applicability.** Declarants hereby state and declare that the Property is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the covenants, restrictions, conditions and obligations set forth in this Declaration, and that each and every such covenant, restriction, condition and obligation shall be construed to be covenants running with the land and shall be binding upon each and every purchaser, lessee, transferee and occupant of any portion of the Property, and such purchaser's heirs, representatives, successors, and assigns, and shall benefit each of the tracts which comprise the property.

3. **Residential Use Only; No Manufactured or Temporary Housing.** No lot shall be used except for site-built single-family residential purposes and other structures which are erected for the pleasures and convenience of the occupants of said single-family residences. No manufactured or temporary housing shall be allowed.

4. **Fences.** Except as expressly provided herein, all fences shall be made of brick, vinyl, wood, iron, stone, or a combination thereof. Wire or chain-link fences shall not be permitted on any portion of any lot bordering Ruckersville Road or Payton Drive. Wire fences and chain-link fences may be permitted in other locations if approved by Declarants and Woodland Investments, LLP. Fences shall not exceed six (6) feet in height. Gates in a fence shall be constructed of

materials and coatings consistent with the fence. No fence shall be constructed so as to interfere in any way with any drainage or utility easement.

5. **Drainage.** Drainage shall not be diverted onto adjacent lots.

6. **Recreational Structures.** Pools, slides, gym sets, trampolines and other recreational structures shall be screened from view from streets and other lots by fencing and/or landscaping.

7. **Minimum Area of Dwellings.** Excluding freestanding guest houses, no dwelling shall have less than 1,400 square feet of heated and cooled living space, exclusive of unfinished basements, porches, terraces, patios, garages and accessory buildings. Further, the ground floor area of a dwelling of more than one story shall have no less than 1,100 square feet of heated and cooled living space, exclusive of unfinished basements, porches, patios, garages, and accessory buildings.

8. **Minimum Roof Pitch.** A minimum roof pitch of 8/12 shall be required on main roof areas of all newly constructed homes.

9. **Set Backs.** No building of any kind (except for well houses) shall be located closer than sixty (60) feet to any right-of-way. Additionally, no building of any kind (except for well houses) shall be located closer than ten (10) feet to the side of any lot.

10. **Nuisances Prohibited.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

11. **Oil Drilling and Mineral Excavation Prohibited.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas or in mining for stone or other minerals shall be erected, maintained or permitted upon any lot.

12. **Waste.** No lot shall be used or maintained as dumping ground for rubbish, trash, garbage or other waste. Waste shall not be kept except in sanitary containers. All incinerators and other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed at a location on the lot which shall be so placed and screened and kept, so as not to be

visible from any street or lot within the subdivision, at any time, except at the times when refuse collections are being made.

13. **Landscaping.** Areas of lots not left in their natural state shall be landscaped within ninety (90) days after the residence located on the lot becomes occupied. All areas of the lot around the residence that are cleared shall be grassed, seeded, sprigged or sodded to insure a proper stand of grass. Evergreen or flowering shrubs must be planted across the front foundation of each residence within ninety (90) days after the residence located on the lot becomes occupied and the yard shall thereafter be maintained in a neat and proper manner. Any areas requiring landscaping that are screened from the view of streets or adjacent lots shall be exempt from these landscaping requirements.

14. **Enforcement.** A violation or breach of any covenant, restriction or obligation contained in this Declaration shall give an owner of fee simple title to any tract that is included in the Property the right to file and prosecute a proceeding at law or in equity against the person or persons who have violated or breached any of the covenants, obligations and restrictions contained in this Declaration, and to enjoin such person or persons from violating or breaching such covenants, obligations and restrictions, or to cause such violation or breach to be abated and remedied, and to recover damages for such violation, including costs of litigation and reasonable attorney's fees.

15. **Interpretation.** Compliance with all of the covenants, restrictions and obligations contained in this Declaration shall be the duty of the owner of the Property. Further, the acceptance by any person or entity of title to or any other interest in any portion of the Property shall constitute the agreement of such person or entity that, in the event of a dispute or disagreement as to the meaning or effect of any of the covenants, restrictions, or obligations contained in this Declaration, the customary rule requiring that documents be construed against the party preparing such document shall not apply to this Declaration.

16. **Amendment or Modification.** This Declaration may be amended or modified at any time, but only by a written instrument duly executed by Declarants, Woodland Investments, LLP, and United Bank, as Custodian. Any such amendment shall apply only to lots owned by Declarants, Woodland Investments, LLP, or United Bank, as Custodian, at the time of such amendment. Further, nothing in this Declaration shall prohibit or limit any party from adopting

or implementing any additional covenants and restrictions with respect to the property owned by such party at the time such additional covenants and restrictions are adopted, as long as such additional covenants and restrictions are not less protective or restrictive than the provisions of this Declaration.

17. **Compliance with Law.** The use of each and every lot must comply with all applicable zoning and land use laws, and no criminal activity shall take place on any lot.

18. **Termination.** This Declaration shall terminate automatically on May 25, 2056, unless extended by agreement or court order.

19. **Severability of Provisions.** Any provision of this Declaration which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and the remaining provisions of this Declaration shall be fully enforceable, as if such unenforceable or prohibited provision were not contained herein.

20. **Time of the Essence.** Time is of the essence in interpreting and performing all the obligations, covenants and agreements contained in this Declaration.

21. **Headings.** The headings of the sections, paragraphs, subparagraphs and other portions of this Declaration are for convenience of reference only, are not to be considered a part hereof, and shall not limit or otherwise affect any of the terms hereof.

22. **Exhibits.** All exhibits are hereby incorporated into and made a part of this Declaration as if fully set forth herein. As used in this instrument, the term "Declaration" shall mean and refer to this instrument and any and all exhibits.

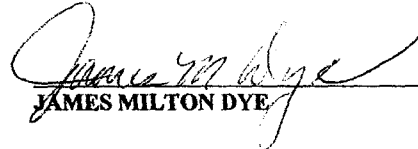
23. **Governing Law.** This Declaration shall be interpreted, construed and enforced in accordance with the laws of the State of Georgia.

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IN WITNESS WHEREOF, Declarants have executed this instrument and affixed their respective seals on the day and year first above written.

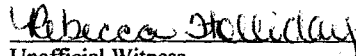
Declarants:

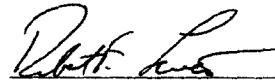
 (SEAL)  
JOHN WILTON DYE

 (SEAL)  
JAMES MILTON DYE

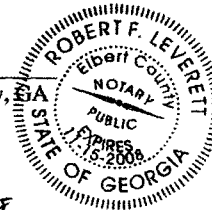
 (SEAL)  
REBECCA D. LOVINGGOOD

Signed, sealed and delivered in the presence of:

  
Unofficial Witness

  
Notary Public, Elbert County, GA

[NOTARY SEAL]



My Commission Expires: 11/15/08

\\Rebecca\word docs\Real Estate\Causey, Jack\Woodland and United Bank (Causey) - Declaration (Revised Final).doc

**EXHIBIT A**  
**TO DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS**

(Legal Description of the Property)

**TRACT ONE:**

All that tract or parcel of land, with improvements thereon, lying and being in the 196th G.M. District of Elbert County, Georgia, containing 2.03 acres, more or less, and being more particularly described as Tract 1 in a plat of survey prepared by Charles A. Cecchini, Registered Land Surveyor, dated August 5, 2005, recorded in Plat Book 27, at Page 119 (Slide \_\_\_\_\_), in the Office of the Clerk of the Superior Court of Elbert County, Georgia, said plat and the recording thereof being expressly by reference incorporated into and made a part of this description.

This property is bounded now or formerly as follows, as shown on said plat: on the Northeast by Tract 2; on the Southeast and Southwest by property of the United States of America; and on the Northwest by a 100-foot-wide right-of-way for Ruckersville Road (Road No. ST986) (County Road No. 306).

This property is a portion of the property described in a Warranty Deed from Wilton F. Dye and Doris S. Dye to John Wilton Dye and James Milton Dye, dated October 11, 1995, recorded in Deed Book 217, at Pages 508-509, in the Office of the Clerk of the Superior Court of Elbert County, Georgia, said deed being expressly by reference incorporated into and made a part of this description.

**TRACT TWO:**

All that tract or parcel of land, with improvements thereon, lying and being in the 196th G.M. District of Elbert County, Georgia, containing 2.03 acres, more or less, and being more particularly described as Tract 2 in a plat of survey prepared by Charles A. Cecchini, Registered Land Surveyor, dated August 5, 2005, recorded in Plat Book 27, at Page 119 (Slide \_\_\_\_\_), in the Office of the Clerk of the Superior Court of Elbert County, Georgia, said plat and the recording thereof being expressly by reference incorporated into and made a part of this description.

This property is bounded now or formerly as follows, as shown on said plat: on the Northeast by Tract 3; on the Southeast by property of the United States of America; on the Southwest by Tract 1; and on the Northwest by a 100-foot-wide right-of-way for Ruckersville Road (Road No. ST986) (County Road No. 306).

This property is a portion of the property described in a Warranty Deed from Wilton F. Dye and Doris S. Dye to John Wilton Dye and James Milton Dye, dated October 11, 1995, recorded in Deed Book 217, at Pages 508-509, in the Office of the Clerk of the Superior Court of Elbert County, Georgia, said deed being expressly by reference incorporated into and made a part of this description.

**TRACT THREE:**

All that tract or parcel of land, with improvements thereon, lying and being in the 196th G.M. District of Elbert County, Georgia, containing 3.00 acres, more or less, and being more particularly described as Tract 3 in a plat of survey prepared by Charles A. Cecchini, Registered Land Surveyor, dated August 5, 2005, recorded in Plat Book 27, at Page 119 (Slide \_\_\_\_\_), in the Office of the Clerk of the Superior Court of Elbert County, Georgia, said plat

and the recording thereof being expressly by reference incorporated into and made a part of this description.

This property is bounded now or formerly as follows, as shown on said plat: on the Northeast by Tract 4 and Tract 5; on the Southeast by property of Payton and property of the United States of America; on the Southwest by Tract 2; and on the Northwest by a 100-foot-wide right-of-way for Ruckersville Road (Road No. ST986) (County Road No. 306).

This property is a portion of the property described in a Warranty Deed from Wilton F. Dye and Doris S. Dye to John Wilton Dye and James Milton Dye, dated October 11, 1995, recorded in Deed Book 217, at Pages 508-509, in the Office of the Clerk of the Superior Court of Elbert County, Georgia, said deed being expressly by reference incorporated into and made a part of this description.

**TRACT FOUR:**

All that tract or parcel of land, with improvements thereon, lying and being in the 196th G.M. District of Elbert County, Georgia, containing 1.39 acres, more or less, and being more particularly described as Tract 4 in a plat of survey prepared by Charles A. Cecchini, Registered Land Surveyor, dated August 5, 2005, recorded in Plat Book 27, at Page 119 (Slide \_\_\_\_\_), in the Office of the Clerk of the Superior Court of Elbert County, Georgia, said plat and the recording thereof being expressly by reference incorporated into and made a part of this description.

This property is bounded now or formerly as follows, as shown on said plat: on the Northeast by a right-of-way for Payton Drive (County Road No. \_\_\_\_); on the Southeast by Tract 5; on the Southwest by Tract 3; and on the Northwest by a 100-foot-wide right-of-way for Ruckersville Road (Road No. ST986) (County Road No. 306).

This property is a portion of the property described in a Warranty Deed from Wilton F. Dye and Doris S. Dye to John Wilton Dye and James Milton Dye, dated October 11, 1995, recorded in Deed Book 217, at Pages 508-509, in the Office of the Clerk of the Superior Court of Elbert County, Georgia, said deed being expressly by reference incorporated into and made a part of this description.

**TRACT FIVE:**

All that tract or parcel of land, with improvements thereon, lying and being in the 196th G.M. District of Elbert County, Georgia, containing 1.40 acres, more or less, and being more particularly described as Tract 5 in a plat of survey prepared by Charles A. Cecchini, Registered Land Surveyor, dated August 5, 2005, recorded in Plat Book 27, at Page 119 (Slide \_\_\_\_\_), in the Office of the Clerk of the Superior Court of Elbert County, Georgia, said plat and the recording thereof being expressly by reference incorporated into and made a part of this description.

This property is bounded now or formerly as follows, as shown on said plat: on the Northeast by a right-of-way for Payton Drive (County Road No. \_\_\_\_); on the Southeast by property of Payton; on the Southwest by Tract 3; and on the Northwest by Tract 4.

This property is a portion of the property described in a Warranty Deed from Wilton F. Dye and Doris S. Dye to John Wilton Dye and James Milton Dye, dated October 11, 1995, recorded in Deed Book 217, at Pages 508-509, in the Office of the Clerk of the Superior Court of Elbert County, Georgia, said deed being expressly by reference incorporated into and made a part of this description.

**TRACT SIX:**

All that tract or parcel of land, with improvements thereon, lying and being in the 196th G.M. District of Elbert County, Georgia, containing 9.337 acres, more or less, and being more particularly described in a plat of survey prepared by Stacy C. Carroll, Registered Land Surveyor, dated May 15, 2006, recorded in Plat Book 27, at Page 120 (Slide \_\_\_\_\_), in the Office of the Clerk of the Superior Court of Elbert County, Georgia, said plat and the recording thereof being expressly by reference incorporated into and made a part of this description.

This property is bounded now or formerly as follows, as shown on said plat: on the Northeast by property of the United States of America (Lake Richard B. Russell); on the Southeast by property of Audrey G. Johnson and property of Charlene Cleveland; on the Southwest by the right-of-way for Payton Drive; and on the Northwest by a 100-foot-wide right-of-way for Ruckersville Road (County Road No. 306).

This property is a portion of the property described in a Warranty Deed from Wilton F. Dye and Doris S. Dye to John Wilton Dye and James Milton Dye, dated October 11, 1995, recorded in Deed Book 217, at Pages 508-509, in the Office of the Clerk of the Superior Court of Elbert County, Georgia, said deed being expressly by reference incorporated into and made a part of this description.