

PICKENS CREEK  
COVENANTS

WHEN RECORDED MAIL TO:

Richard D. Campbell  
Phelps & Campbell, LLP  
313 Heard St.; P.O. Box 1056  
Elberton, GA 30635

CROSS REFERENCE: DEED BOOK 383, Pages 234-241  
PLAT BOOK \_\_, Pages \_\_\_\_\_  
PLAT BOOK \_\_, Pages \_\_\_\_\_

STATE OF GEORGIA        )  
                                          )  
COUNTY OF ELBERT     )       DECLARATION OF PROTECTIVE COVENANTS

WHEREAS Evergreen Resources Ltd., Inc. is the Owner and Developer of a subdivision located in Elbert County, Georgia, being shown on a plat of same entitled "PICKENS CREEK SUBDIVISION prepared by Stacy C. Carroll, R.L.S., dated \_\_\_\_\_, 2005, recorded in Plat Book \_\_\_\_\_, at Page \_\_\_\_\_, Elbert County, Georgia Records; and

WHEREAS, the subdivision property is derived from property described in a Warranty Deed from Temple-Inland Land and Timber, Inc. to Evergreen Resources, LTD. Inc., dated December 30, 2004, recorded in Deed Book 383, at Pages 234-241, Elbert County, Georgia Records, is intended for development for residential purposes only; and

WHEREAS, it is the desired intent of Evergreen Resources Ltd., Inc. as OWNER and DEVELOPER to sell the above referenced real estate and enforce upon it certain mutual beneficial restrictions, conditions, easements, covenants and agreements and charges under a general plan or scheme of improvement for the benefit of all said lots and the future owners of said lots;

NOW, THEREFORE, in consideration of the foregoing and the benefits accruing to the present and future owners included in said plat, the undersigned does hereby impose the following Protective Covenants, all of which are declared to be in furtherance of a plan for the subdivision, improvement and sale of real property and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of said real property and every part thereof, and all of which shall run with the land and be binding upon all parties having or acquiring any right, title or interest in the described property, or any part thereof, and all of which shall be applicable to the property shown on the aforementioned said plat and known as Pickens Creek.

1.     ADDITIONAL COVENANTS: The Developer reserves unto itself, its successors and assigns, the right to add additional protective covenants provided that they are intended to

enhance and supplement the forgoing restrictions, or any local or State zoning or use requirement, and these restrictions do not conflict or contradict any previous restrictions.

2. EASEMENTS: The Developer reserves unto itself, its successors and assigns, the following easements over each lot or parcel and the right to ingress and egress to the extent reasonably necessary to exercise such:

(a) Utilities: Ten (10) foot easements are reserved on the inside of all lot lines of all lots of Pickens Creek. The said ten (10) foot easements are reserved for the installment of water lines, power lines, telephone lines, cable lines, and any and all other utility lines which may be placed within the subdivision. The easement is for installation, maintenance and operation of same, including the right to install and maintain guide wires, braces, anchors, and/or other hardware or appliances appropriate to such utilities. This easement includes the right whenever needed in connection with the use, installation, maintenance, or operation of such utilities to cut, trim and/or remove trees and/or the vegetation with said easements.

(b) Roadways: Thirty (30) foot easements are reserved on the inside of all lot lines of all lots of Pickens Creek. The said thirty (30) foot easements are reserved for the installment of roadways. These roadways will be indicated in the plat of survey for the land lots.

(c) Drainings: The Developer reserves unto itself, its successors, and assigns the right to use and allow the use of the aforescribed ten (10) foot wide utilities easements for the additional purpose of the drainings and/or channeling of surface waters.

(d) Other Easements: Any and all other easements and rights-of-way shown on the above mentioned plat are also reserved unto the developers themselves, their successors, and assigns.

(e) Use and Maintenance by Owners: The areas of any lots or parcels affected by these easements reserved herein shall be maintained continuously by the owner of such lots, or their successors in interest, and no structures, plantings, or other materials shall be placed or be permitted to remain upon said easements or any other activities undertaken thereon which may damage or interfere with the use of said easements for the purposes herein set forth. Improvements within such areas shall be maintained by the owner except where which a public authority or utility company is responsible therefore.

(f) Developer's Rights: No owner shall have any claim or cause of action against Developer, its successors, or its licensees, arising out of the non-exercise of any easements reserved hereunder. Developer reserves unto itself the right to convey the aforesaid easements to Southern Bell, Hart County EMC, Georgia Power Co.,

the City of Elberton, Elbert County, Georgia and / or any other public utility company or governmental. The foregoing notwithstanding, no conveyance by Developers shall be effective to negate the dedication the said easements from the purposes identified hereinabove.

3. SEWAGE DISPOSAL AND ELECTRICAL SERVICE: No individual sewer disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Elbert County Health Department or such other governmental agency or authority as may be authorized by law to approve private sewage disposal systems. Approval of such system, as installed, shall be obtained from such authority.

All electrical serve shall be through underground service with each lot owner to bear any and all cost of this service. No overhead service shall be permitted except where required by the utility company.

4. SUBDIVISION OF LOTS: No lot shall be subdivided or its boundary lines changed, except with the written consent of the Developers' Agent, which hereby expressly reserves unto itself, its successors and assigns the right to re-survey any one or more lots on shown on said subdivision plat.

5. BUILDING LOCATION: No part of any building shall be located on any lot nearer than Seventy-five (75) feet to the public or private road as shown on said plat that provides access, and no part of any building shall be located nearer than ten (10) feet to any adjoining lot line. It is specifically understood and agreed, however, that a Purchaser of an irregularly shaped lot who wishes to have any of the above requirements waived because of the shape of such lot may submit to Developers' Agent a plot plan showing an alternative location for residential structure. Approval or any deviation from the above requirements is vested in the discretion of the "Developers' Agent".

6. LAND USE AND BUILDING TYPE AND LOT MAINTENANCE:

(a) No lot shall be used except for single family residential uses. Only one residence shall be erected, altered, placed or permitted on any one lot. No mobile homes, house trailers, shacks or temporary structure shall be placed on any lot, either temporarily or permanently. No lot shall be used for repair work on automobiles or other vehicles whether performed by the owner or not.

(b) All persons at any time owning a lot or lots in the subdivision shall be obligated to keep same cleaned up, mowed, or otherwise appropriately maintained so as not to be an eyesore to the development.

7. PRE APPROVAL BY "DEVELOPER'S AGENT" AND VARIANCES:

(a) In order not to unreasonably detract from the utility and/or the aesthetics of adjoining or nearby real estate, PRE APPROVAL by "Developers' Agent" of all Improvements and the location thereof shall be obtained IN WRITING, before commencement of construction or installation of improvements.

(b) The "Developers' Agent" shall act as an "Architectural Oversight Committee". The Committee shall consist of three people familiar with land use and development and will be appointed by the Developer. All plans and specifications for construction of the proposed improvements shall be submitted to the Committee for approval thirty (30) days before the commencement of construction. NO construction can begin until the Committee has had notice, the plans and specifications in hand, and thirty (30) days to review the plans. After receipt of the plans and specifications, the Committee will have thirty (30) days to make its decisions, and then notify the landowner. The plans and specifications are to be sent to the Committee by delivery system that provides for receipt notice (i.e. certified mail or commercial delivery carrier). If after thirty-one (31) days from proof of receipt there has been no response, then the plans and specifications are deemed approved. All decisions of the Committee are final, but plans and specifications that follow the general guidelines set forth below will not be unreasonably withheld. The Developer will have the right to enjoin any construction that does not comply with this provision. Construction is defined to include, but is not limited to, tree removal, staking, grading, and any other construction activity.

(c) In general, the following Guidelines shall apply and be considered by the Developers' Agent and Committee:

- (1) The Owner of each lot shall exercise his best judgment to see that all planned improvements conform or harmonize with existing structures, as to external design, quality and type of construction, material, color, tree removal, location of the building site, height, grade, and finished ground elevation, and all aesthetic considerations. Concrete blocks, cinder blocks or similar type of construction material may only be permitted if they will not be visible from a street or adjoining lot.
- (2) All improvements constructed on any lot shall be made by a builder, contractor, or specialty contractor, and all improvements shall be completed with due diligence and in all cases within no longer than one year.
- (3) Each dwelling shall be BUILT ON SITE and shall have a minimum of one thousand (1,000) square feet of heated and cooled area, exclusive of all open porches, garages, basements, and/or walk out lower levels.
- (4) No dwelling shall be constructed containing more than 2 stories in height above the basement level. No other building or structure shall exceed the height of the dwelling, EXCEPT that a barn with a lot may be constructed on any lot exceeding 3 acres.

(d) "Developer's Agent" shall have the right to grant VARIANCES with respect to the terms of these Protective Covenants, not only with respect to this Item 7 and Items 4 and 5, but also with respect to ANY of the other provisions of these Covenants. Variances may be granted in situations where the requirements of these covenants are unduly or unnecessarily restrictive in their application to a particular lot or a particular situation due to the size, shape, or topography of the particular lot or due to other factors peculiar to the particular lot or the particular circumstances; PROVIDED HOWEVER, that "Developer's Agent" shall grant no variance which will substantially depreciate or devalue any of the lots which are subject to these covenants. The consent to one variance shall not operate to demonstrate a consent to any subsequent request for variance.

8. ARBOR PROVISION: To protect the pristine nature of the subdivision and to maintain the aesthetic value of the property, no tree shall be cut or removed from a lot without the express permission of the DEVELOPER'S AGENT. Such permission and consent must be IN WRITING, but will not be unreasonably withheld and will be given with the intention of facilitating improvement of the property. For purposes of this section, a tree is defined as natural foliage being four (4") inches DBH (Diameter Breast Height).

9. PROPERTY REQUIRED TO BE ENCLOSED OR SHIELDED: The following may not be kept on any lot unless enclosed in a garage or other building or so located as to not be visible from property of others or from any public or private road way:

- a. Boats, trailers, and related equipment
- b. Recreational vehicles, campers, trailers, and related equipment
- c. Trucks (except for pickup trucks)
- d. Clotheslines

10. FUEL TANKS AND GARBAGE / REFUSE: All fuel tanks or containers shall be covered or buried underground consistent with normal safety precautions and aesthetic considerations or located so as to not be visible from property of others and from any public or private road way.

No lot shall be used or maintained as a dumping ground or storage area for rubbish. Trash, garbage or other household waste shall not be kept except may be kept temporarily pending disposal, if kept in underground or fully enclosed sanitary cans or containers.

11. TELEVISION ANTENNAE: No tower, satellite dish, or antennae shall be erected, constructed or maintained unless same be not visible from the public or private road way or from property of others; EXCEPT that a small, roof-mount satellite dish shall be allowed provided it is not visible from the public or private road way.

12. FENCES: No fence shall be constructed or placed on any lot which is taller than six (6) feet in height. No fence may be constructed or placed where same may interfere with or obstruct the view of the lake for any other property owner.

13. SIGNS: No sign of any kind shall be displayed to the public view on any lot except a professional sign of not more than one (1) square foot, or a sign of not more than five (5) square feet advertising the property for sale or rent, or the normal signs used by a builder to advertise the property during the construction and sales periods only.

14. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised or bred or kept on any lot that is smaller than three (3) acres in size, except that dogs, cats or other normal household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes. If said lot is greater than three acres in size, then horses and ponies only may be bred or kept (in addition to normal household pets) as long as they do not constitute a nuisance.

15. PROHIBITED PROPERTY AND STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used or left on any lot at any time as a residence, either temporarily or permanently, nor will it be permissible to stockpile any form of construction materials or permit the parking of equipment on any lot which would be unsightly to the community, except during the actual time of construction of said house. No abandoned vehicles or junk vehicles or vehicle parts shall be placed upon or allowed to remain on any lot.

16. NUISANCES: 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.

17. DEVELOPER'S AGENT: Developer hereby delegates their authority hereunder to "Developer's Agent". Ryan R. Faulkenberry is hereby designated as "Developer's Agent". The individual serving from time to time as Developer's Agent may be changed by the execution of a document by the Developer herein and recordation of such document in the Superior Court Records, Elbert County, Georgia Records.

18. TERM: These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date of those covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

19. 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 such violation or to recover damages. The various restrictive measures and provisions of this instrument are declared to constitute mutual restrictive covenants and servitudes for the protection and benefit of each lot; failure by the undersigned or any other person or persons entitled to do so to enforce any measure or provision upon violation thereof shall not stop or prevent enforcement thereafter or be deemed a waiver of the right to do so.

20. SEVERABILITY: Invalidation of any one of these Covenants by judgment or court order shall in no wise affect any of the other provisions herein which shall remain in full force and effect.

21. OTHER PROPERTY OWNED BY DEVELOPERS: This may be expanded in the event of subsequent purchases of property adjacent to Pickens Creek. All other real estate belonging to Developer, whether or not contiguous to Pickens Creek, is specifically excluded from the operation of these covenants.

IN WITNESS WHEREOF, the undersigned have signed their and affixed their seals this the \_\_\_\_ day of \_\_\_\_\_, 2005.

EVERGREEN RESOURCES, LTD., INC.

BY: \_\_\_\_\_  
Ryan R. Faulkenberry, Its President  
and Authorized Agent

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public, Elbert County, Ga.

[NOTARY SEAL AFFIXED]

My Commission Exp. \_\_\_\_\_