

PROTECTIVE COVENANTS

HAWKS CLAW TRAIL SUBDIVISION

GEORGIA, UNION COUNTY

WHEREAS, the undersigned, **YOUNG CANE, LLC**, is the owner of that certain tract or parcel of land known and designated as **Lots 1-29** and **Tracts 5 and 6**, according to a plat of a survey thereof made by **James L. Alexander of Rochester & Associates**, Georgia Registered Surveyor No. **2653**, dated **April 13, 1998**, and revised **May 16, 2000**, and recorded in Plat Book **46**, Pages **64**, Clerk's Office, Union Superior Court.

WHEREAS, the undersigned desires to devote all of the lots in said subdivision to residential use and considers it desirable and appropriate to record covenants applicable to all of the parcels shown on said plats dated **April 13, 1998**, and revised **May 16, 2000**, and recorded in Plat Book **46**, Pages **64**, Clerk's Office, Union Superior Court.

NOW THEREFORE, for and in consideration of the premises and of the benefits, both present and future, to the undersigned and to its successors and assigns, the undersigned does hereby covenant and agree that the aforementioned lots shall be subject to the following restrictions, covenants and conditions which shall in each instance be construed as covenants running with the land.

1.

The lots described and embraced in the above described property shall be used solely for residential purposes. No structures shall be erected, altered, or permitted to remain on any lot other than one (1) single residential building for single family residences, in addition to such garages, docks, decks and other outbuildings, erected for the pleasure and convenience of the occupants of said single residences. Any resubdivision of the lots shall be approved by the

Developer. Residential dwellings must be on-site stickbuilt homes having a minimum heated square footage of at least 900 square feet. The Developer shall be fully authorized to grant exceptions to the provisions of this paragraph.

2.

ARCHITECTURAL CONTROL: No improvements shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to topography and finish grade elevation.

(a) **Membership:** The Architectural Control Committee is composed of Arthur J. Goolsby, Jr., Patrick E. Hardie and R. John McNeill. In the event of death or resignation of any of the undersigned, the surviving members of the Architectural Control Committee shall have full authority to designate a successor. None of the undersigned Committee members shall be entitled to any compensation for services performed pursuant to this paragraph.

(b) **Procedure:** The Committee's approval or disapproval as required in these covenants shall be given in writing by certified mail. In the event the Committee fails to approve or disapprove within (15) fifteen days after the plans and specifications have been received by certified mail, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

The Committee shall not be responsible for structural defects in said plans and/or specifications, nor in any building or other structure erected in accordance with the said plans and/or specifications, nor shall the Committee have any responsibility to verify that any such plans and/or specifications comply with any building codes, city or county ordinances, zoning laws or any other laws, rules or regulations.

3.

All structures erected shall be completed within one year from the date that structural work begins. Lots shall be landscaped and maintained in a neat and proper manner. Lots must be maintained before, during and after construction.

4.

No fence or wall of any kind or description shall be erected, placed or altered on any lot until approved by the Developer as to quality, workmanship and materials, harmony of exterior design with existing structures and as to location with respect to the structures and land lot lines.

5.

No trade or commercial activity of any kind (noxious or offensive or otherwise) shall be conducted or permitted upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

6.

No lot shall be used or maintained as a dumping ground for rubbish, debris, waste, garbage or other unsightly objects or matter. No garbage or other waste shall be kept on said premises except in covered sanitary containers.

7.

No latrines or surface toilets shall be permitted upon any of the lots in said subdivision. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, and no structures for their housing or accommodation shall be erected or maintained thereon, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

8.

No trailer, camper unit, basement, tent, shack, garage, barn or other outbuilding erected on any lot shall at any time be used as a residence. No inoperable vehicle or parts of same shall remain parked on any lot.

9.

No satellite antenna, dish or other such device shall be placed on a lot without first obtaining written approval of the location of same from the Developer. Said lots, each of them, are subject to easements of record in the Office of the Union Superior Court, including but not limited to easements executed for the purpose of installing and running power lines through, over and across said lots and any other utility easements.

10.

Any individual water system or sewage disposal system placed on said property must be approved by and comply with the Union County Environmental Health Department's rules and regulations prior to beginning the construction of a residence.

11.

These covenants are real covenants running with the land and shall be binding upon and shall inure to the benefit of all the purchasers and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, provided said covenants are recorded. These covenants may be amended during said initial period by an instrument signed by the Developer and placed on record agreeing to change said covenants in whole or in part. After the first twenty years, said covenants shall be extended for successive periods of twenty (20) years each as provided in OCGA Section 44-5-60, et. seq. unless terminated as provided in Official Code of Georgia Annotated Section 44-5-60.

Young Cane, LLC, its successors and assigns, or any lot owner, may proceed in equity against any lot owner in violation of these covenants.

12.

Neither the Developer, Young Cane, LLC, nor members of the Architectural Control Committee shall be liable for money damages for any breach or violation of these covenants, the sole remedies for breach being injunctive relief against the lot owner(s) breaching or violating these covenants.

13.

Invalidation of any one of these covenants by judgment or any court order shall in no way affect any of the other provisions which shall remain in full force and effect.

THIS AGREEMENT SHALL be binding upon and shall inure to the benefit of the undersigned, their successors and assigns, upon and between the several assigns of properties subjected hereto and upon the terms and conditions hereof.

IN WITNESS WHEREOF, the undersigned acting by and through its duly authorized officers and agents, has caused this instrument to be executed on its behalf and its seal to be affixed, this 16th day of May, 2000.

YOUNG CANE, LLC (SEAL)
BY: Patrick E. Hardie
Patrick E. Hardie, President
ATTEST: R. John McNeill
R. John McNeill, Secretary

Signed, sealed and delivered
in the presence of:

Debra Kalston
Witness

Lynne Stokkeland
Notary Public



Brian L. Koher
Brian L. Koher

Christine A. Koher

Signed, sealed and delivered
in the presence of:

Jane L. Jett
Witness

James L. Walker
Notary Public Seal Affixed

Notary Public, Fayette County, Georgia
My Commission Expires April 1, 2003

UNION COUNTY, GEORGIA	
Filed	July 21st, 2000
at	4:00 P. M.
Recorded	July 21st, 2000
<u>Allen Conley</u> C.S.C.	