

MURRAY COUNTY, GEORGIA  
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Deed Book 250 Page 679  
Clerk Superior Court

679

## PROTECTIVE COVENANTS

These Covenants amend and supersede those Regulations and Covenants filed and recorded May 15, 1995 in Deed Book 242, Page 572, Murray County, Georgia.

THIS DECLARATION OF PROTECTIVE COVENANTS, made and published this 1st day of September, 1995, by Besse Hemphill Sharpe, her heirs and assigns of the County of Murray and the State of Georgia.

WITNESSETH

THAT, WHEREAS, said individuals are the owners of a development consisting of all those lots, tracts, or parcels of land situate, lying and being in Murray County, Georgia, and being known as Whispering Oaks Estate of the 25th District of Murray County, Georgia and being a part of Land Lots No. 12 shown by Deed recorded in Deed Book 96, Page 569, Murray County Deed Records.

WHEREAS, it is to the interest, benefit and advantage of Besse Hemphill Sharpe, her heirs and assigns and to each and every person who shall hereafter purchase any lot 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 Besse Hemphill Sharpe, her heirs and assigns and each and every subsequent owner of any of the lots in said development, said Besse Hemphill Sharpe, her heirs and assigns do 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 Besse Hemphill Sharpe to - wit:

1. SEWAGE DISPOSAL. A septic tank and proper drain field, in accordance with the standard of the Health Department of the State of Georgia, will be used for sewage disposal for house or cabin construction on said estate lots.

2. TEMPORARY STRUCTURES. No structure of a temporary character, such basement, trailer, lean-to, tent, shack or other outbuildings will be used on any lot at any time as a residence either temporarily or permanently.

3. MOBILE HOME. No mobile home of any type will be used or located on any lot at any time as a residence either temporarily or permanently. Manufactured home / double wide status - underpinned or permanent foundation is acceptable with home not older than five (5) years.

4. BUILDING LOCATION. No house or cabin will be built closer to an adjoining estate lot than twenty (20) feet.

5. LAND USE AND BUILDING TYPE. No lot will be used for any other purpose than residential use. No building will be erected, altered, placed, or permitted on any lot other than one, (1), detached family dwelling. No duplexes, condominium, or multi-unit buildings shall be located on any of said lots. No building shall be erected on any lot that will be used as a school, church, kindergarten, or business of any type.

6. EASEMENT. Easements for installation and maintenance of utilities are reserved whereby a power line with all essential clearing may be installed along the roads which traverse the above described lots.

7. ARCHITECTURAL CONTROL. Concrete block construction is prohibited on any lot except that concrete block may be used in the foundations and chimneys of the houses or cabins constructed on said lots. All homes must be a minimum of 900 square feet heated floor space.

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 trade, calling or transaction will be done, carried on, suffered, or permitted upon any lot, nor will any lot be used for any illegal purpose. Each lot will be kept maintained completely free of any junk (including old vehicles, and discarded appliances), trash, and garbage.

9. LANDSCAPING. No large trees will be removed (9" at base minimum) from any lot except for those necessary to clear an area for construction of a house or cabin, the planting of a garden, or reasonable landscaping.

10. Architectural control. No structure of any type will be placed upon those portions of the property reserved for public utility easements and for public (traffic) roadway for ingress and egress, nor will the road way be obstructed, blocked, or modified in any manner not clearly in the public interest.

11. SIGNS. No signs, banners or displays except for reasonable identification of the owner and the address of the property will be allowed to be visible from the public road on any property.

12. ARCHITECTURAL CONTROL. All construction should comply with all local and state codes and be of reasonable architectural design.

13. LOT SIZE. No lot shall be subdivided, nor shall more than two (2) cabins, or homes be erected on any lone, (1), lot subsequent to the sale of a lot by Besse Hemphill Sharpe, her heirs and assigns.

14. ANIMALS. No farm animals such as chickens, pigs, and cattle, (Horses okay if fenced and housed).

15. Any residence styarted must be "dried in" and exterior landscaping, grading, etc. completed within 365 days from start date of construction.

16. EASEMENTS FOR INGRESS AND EGRESS AND FOR ELECTRIC POWER AND EASEMENTS.

#### PRIVATE ROAD MAINTENANCE AGREEMENT

1. Come now to undersigned parties, who in consideration of the premises and the mutual rights and responsibilities between themselves as set out herein, as owners of properties adjoining and / or including portions of that private road in Murray County, State of Georgia, and being known as Muscadine Lane and Turkey Trot Road which roads provide access for the undersigned parties to and from their properties, to that publicly owned and maintained road known as Coniston, and hereby covenant and agree as follows:

2. Roads: All subject tracts shall be subject to and benefitted by easement. Conveyance of the within-described tract or tracts made subject to and benefitted by a 60 foot wide easement and shall be a perpetual easement.

682

3. Developer agrees to maintain at a yearly cost from each tract owner of \$100.00, (Due and payable each year), all roads within Whispering Oaks, known as Muscadine Lane and Turkey Trot Road, until such time as at least 100% of the lots are sold. At such time, Developer will have the option of continuing to maintain the roads, or of turning the maintenance of same over to a duly organized Property Owners Association.

4. The parties acknowledge that the purpose of this agreement is to provide for continual quality road access for ingress and egress, and that this agreement may be required for any or all of the parties as a condition for obtaining a home mortgage loan from a financial institution.

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 and covenant either to restraining violation or to recover damages.

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

IN WITNESS WHEREOF, the said Bessie Hemphill Sharpe, her heirs and assigns have hereunto set their hands and affixed their seals, this 1st day of Nov 1995.

Signed, sealed, and delivered  
in the presence of:

Mae J. [Signature]

Robert P. Collins

Notary Public, Murray County, Georgia  
My Commission Expires Feb. 28, 1999



Bessie Hemphill Sharpe  
Bessie Hemphill Sharpe