

general plan or scheme of improvement for the benefit of all said lots;

NOW, THEREFORE, in consideration of the foregoing and the benefits accruing to the present and future owners of the land shown upon said plats, the undersigned do 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 every part thereof, and all of which shall run with the land and shall 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 entire tract as shown on the aforesaid plat known as North Shore Subdivision.

1. EASEMENTS


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

(a) Utilities: A twenty (20) foot easement on all front tract lines for the installation of water lines, power lines and any other utility which may be placed on the property. A twenty (20) foot easement on all side tract lines ten (10) feet from each side of the line, which such reserved easements shall be for the installation, maintenance and operation of utilities, including television transmission cables, and the accessory right to locate guy wires, braces, or anchors, or to cut, trim, or remove trees, and plantings, wherever necessary upon such lots or parcels in connection with such installation, maintenance and operation.

(b) Any other easements as shown on the above mentioned plat including but not limited to the road right of way.

(c) 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⁽¹⁾ 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.

(d) Liability for Use of Easements. No owner shall have any claim or cause of action against Developer, its successor, or its licensees arising out of the exercise or non-exercise of any easement reserved hereunder or shown on any plat except in case of willful or wanton conduct or negligence of the Developer, or its successors, or its licensees in exercising or not exercising its right in such easements. Developer reserves unto itself the right to convey the easements here in above set forth to Bell South Telephone Company, Duke Power Company, Sandy Springs Water Company, Fort Hill Natural Gas, and any other public utility company for the installation of power lines, for the installation of telephone lines, and unto any cablevision company for the installation of lines used for reception of cable television. Developer further reserves the right to convey any and all drainage easements and road right-of-ways to Anderson County. Developer also reserves unto itself and for all other lot owners the right to use any and all road, drainage, and utility easements for the installation of water lines.

 2. LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes and only one single family residence shall be erected, altered, placed or permitted on any one lot. Outbuildings may be permitted by submitting plans and specifications to the

Architectural Committee for approval. All accessory buildings shall contain at least one hundred (100) square feet of area. No mobile homes, housetrailers or any 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. All boats and equipment used in connection therewith, such as trailers, and all vehicles other than automobiles shall be kept under suitable cover, such as an attached or unattached garage. ~~Y~~ Said cover to be approved by the Architectural Committee.

3. QUALITY AND SIZE

Each dwelling shall have a minimum of 2200 square feet of total area of which a minimum of 2000 square feet shall be heated living area, with one-half (1/2) of the total square footage of an attached garage, covered porch or breezeway being allowed towards the total 2200 square feet required minimum; and each dwelling shall have accommodations for at least two (2) cars; said garage area, attached or unattached, shall have at least 400 square feet of area; provided, however, if the dwelling to be erected on said lot of land has at least 2200 square feet of heated living area, then the garage may be omitted. If the garage is omitted under this

provision, but is later erected, the plans shall be approved by the Architectural Committee. No building shall exceed three (3) stories in height.

4. BUILDING LOCATION

No part of any building shall be located on any lot nearer than fifty (50) feet to the front lot line, and no part of any building shall be located nearer than ten (10) feet to any side lot line. No dwelling shall be located on any interior lot nearer than thirty (30) feet to the rear lot line, provided said lot does not adjoin the Corps of Engineers property lines. If a lot line adjoins the Corps of Engineers then there is no setback regulation. A detached storage or outbuilding may be constructed within twenty (20) feet of the rear or side lot lines, overhangs included, provided it is first authorized by the Architectural Committee. Provided, however, anyone who purchases two (2) contiguous lots and wishes to erect a dwelling thereon shall specifically have the right to build said dwelling on the common lot line between the two (2) said contiguous lots; however, this shall in no way waive the requirements contained herein concerning rear and side lot lines with respect to said two (2) contiguous lots. "Front Lot Line", as referred to herein, is that part of the lot which faces a paved road, located in North Shore Subdivision. It is

specifically understood and agreed, however, that a Purchaser of an irregularly shaped lot who wishes to have the above requirements waived because of the shape of such lot may submit to the Architectural Committee a plot plan showing an alternative location for a residential structure. Approval or any deviation from the above requirements is vested in the sole discretion of the Architectural Committee. The consent to one such deviation shall not operate to demonstrate a consent to any subsequent request for deviation.

X 5. SUBDIVISION OF LOTS

No lot shall be subdivided or its boundary lines changed, so as to reduce the total square footage to less than 25,000 square feet, except with the written consent of the Architectural Committee; however, the owners hereby expressly reserve to themselves, their heirs and assigns, the right to replat any one or more lots shown on the plat of said subdivision.

6. 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.

7. TEMPORARY 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.

8. CONSTRUCTION

Any structure must be completed within one (1) year after the initial construction has been commenced. No concrete blocks, cinder blocks or any similar type building materials shall be used in connection with the construction of any building erected upon said lots so that said materials are visible from the exterior of said building.

9. 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.

10. LIVESTOCK AND POULTRY

No animals, livestock or poultry of any kind shall be raised or bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept,

bred or maintained for any commercial purposes.

11. SEWAGE DISPOSAL & 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 Anderson 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. In no event shall such system be located as to contaminate any stream or lake.

All electrical service shall be through underground service with each lot owner the cost of this service from his or her lot lines. No overhead service shall be permitted except where required by the utility company.

12. GARBAGE AND REFUSE DISPOSAL

~~A~~ No lot shall be used or maintained as a dumping ground for rubbish, unless specified by the Architectural Committee, as a landfill area to be systematically filled and covered properly for landfill purposes. Trash, garbage or other waste shall not be kept except in containers approved for sanitary conditions, by Architectural Committee. All garbage cans and containers shall be screened in a manner in which

they are not visible from the paved road. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. SIGHT DISTANCE AT INTERSECTIONS

No fence, wall, hedge or other shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at point twenty-five (25) from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended.

The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement.

No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

★ 14. ARCHITECTURAL COMMITTEE

The Architectural Committee shall be composed of Jerry A. Meehan and W. Richard McClellion, or their successors as may be appointed by the remaining member. ★ The Architectural

Committee shall have sole discretion over the provisions herein.

15. FUEL TANKS

All fuel tanks or containers shall be covered or buried underground consistent with normal safety precautions.

16. TELEVISION ANTENNAS

No tower or satellite dish for purposes of transmitting or receiving of radio or television frequencies shall be erected, constructed or maintained on any lot unless the location, height and construction of same shall be approved by the Architectural Committee. If cable television service is available the Architectural Committee has absolute right to deny any or all lot owners the right to install a satellite dish.

~~17.~~ 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 these 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.

18. 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 estopp or prevent enforcement thereafter or be deemed a waiver of the right to do so.

19. SEVERABILITY

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

20. MAINTENANCE OF ROADS

All roads, if any, will be bonded to those specifications required by Anderson County and after completion will be offered by deed to Anderson County. In the event Anderson County accepts the deed to the roads in North Shore Subdivision, the provision of this section (SECTION 20) shall be null and void since the roads will be

owner of any lot acquired by acceptance of a deed thereof, and their successors in interest whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to North Shore Road Association any special assessments for capital improvements, repairs, and maintenance. The special assessments, together with interest, cost and a reasonable attorney's fee, shall be a charge on each lot and shall be a continuing lien upon the property when each assessment is made. Each such assessment, together with interest, cost and reasonable attorney's fee, shall also be the personal obligation of the owner or their successors in interest of any such property at the time when the assessment fell due. The personal obligation or delinquent assessment shall not pass to his successors in title unless expressly assumed by said successors. This special assessment can never be more than 1/79 share of the cost of repairs and maintenance of the roads in North Shore Subdivision, per individual lot.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of 12% per annum. The Association may bring an action at law against the owners personally obligated to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability from the assessment provided

LIENS

for herein by nonuse of the road or abandonment of the lot. The assessment shall constitute a lien on the property, but however, it shall be subordinate to any first mortgage lien. Any sale or transfer of any lot pursuant to mortgage foreclosure or any preceding in lieu thereof, shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer, however, no sale or transfer shall relieve any previous lot owner from his personal obligation to pay the assessment according to these covenants.

21. AMENITY LOT

Woodfern Estates, Inc. hereby dedicates and designates Lots #1 and #56 as the amenity lots. It agrees to build no amenities on these lots whatsoever. However, it does agree to deed these lots to North Shore Community Association Inc. within six (6) months from the date hereof free and clear of all liens and encumbrances. At that time, the amenities, if any, to be constructed on Lot #1 and Lot #56 will be done so at the sole discretion of the North Shore Community Association Inc.

The North Shore Community Association, Inc. specifically reserves the right to construct the necessary building on Lot #56 to secure a building permit along I-85. The Developer herein, Woodfern Estates, Inc., makes no guarantee or

warranty as to the ability of North Shore Community Association, Inc. to obtain such a permit. The Developer, Woodfern Estates, Inc., further agrees to construct an entrance on Lot #1. At the time of completion of the entrance the maintenance of the entrance will be the sole responsibility of North Shore Community Association, Inc.

22. NORTH SHORE COMMUNITY ASSOCIATION INC. There shall exist a North Shore Community Association Inc. which shall have jurisdiction over the entrance maintenance, street light bills, and amenity lot, in North Shore Subdivision.

* Each person owning a lot at North Shore by virtue of same, shall be entitled to a vote in regard to the operation and maintenance of said entrance maintenance, street light bills, and amenity lot. After the owners, Woodfern Estates, Inc., have constructed, and paved, and dedicated all the roads at North Shore, the Association shall be responsible for the operation and maintenance of said entrance maintenance, street light bills and amenity lots. All repairs, maintenance, operations or other matters pertaining to said entrance and lots shall be by a majority vote of the Association; provided, however, all lot owners in North Shore shall have the right to use said entrance, street lights and lot in an uninterrupted manner at any time.

Woodfern Estates, Inc., for each lot within North Shore

Subdivision, hereby covenant, and each owner or their successors in interest of any lot acquired by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and ~~agree to pay to North Shore Community Association Inc. any special assessments for~~ capital improvements, repairs, and maintenance. The special assessments, together with interest, cost and a reasonable attorney's fee, shall be a charge on the land and shall be a continuing lien upon the property when each assessment is made. Each such assessment, together with interest, cost and reasonable attorney's fee, shall also be the personal obligation of the owner of any such property or their successors in interest at the time when the assessment fell due. The personal obligation or delinquent assessment shall not pass to his successors in title unless expressly assumed by said successors. This special assessment can never be more than 1/78 share of the cost of repairs and maintenance of the entrances, street lights and amenity lot in North Shore Subdivision, per individual lot.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of 12% per annum. The Association may bring an action at law against the owners personally obligated to pay the same or foreclose the lien against the property. No owner may waive

LIEN

ALIEN

the otherwise escape liability from the assessment provided for herein by nonuse of the entrance, street lights, and amenity lot or abandonment of the lot. The assessment constitutes a lien on the property, but however it shall be subordinate to any first mortgage lien. Any sale or transfer of any lot pursuant to mortgage foreclosure or any preceding in lieu thereof, shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer, however, no sale or transfer shall relieve any previous lot owner from his personal obligation to pay the assessment according to these covenants.

~~23.~~ 23. MAINTENANCE OF LOT All lot owners agree to maintain individual lot by having it mowed or cleaned on a timely basis.

24. BOAT DOCKS The Corps of Engineers approval in writing must be secured prior to construction of any boat dock shall conform to their requirements.

25. DRIVEWAYS
All driveways constructed on lots shall be paved or concrete.