

DECLARATION OF PROTECTIVE COVENANTS

THIS DECLARATION OF PROTECTIVE COVENANTS is made this _____ day of December, 1973, by HARDMAN & STUCKEY TRAVEL INVESTMENTS, INC. (hereinafter referred to as the "Developer");

W I T N E S S E T H:

WHEREAS, Developer is the owner of 41 residential lots located in Land Lots 933 and 934 of the 12th Land District of Lumpkin County, Georgia, a more particular description of which is set forth on Plat of Survey of CROWN MOUNTAIN ESTATES, Section Two, prepared by Farley-Collins Assoc., dated November, 1973, and recorded in Plat Book 3, Page 275, Lumpkin County, Georgia records (the residential lots being hereinafter referred to separately as the "Lots" and collectively as the "Property"); and

WHEREAS, Developer desires to place certain protective covenants on the Property in order to insure the fullest possible enjoyment of the Property by the future owners of the Lots;

NOW, THEREFORE, Developer hereby declares the Property subject to this Declaration of Protective Covenants, and to the restrictions, burdens, liens and charges hereinafter set forth and further declares that the Property, and each and every portion thereof, shall, from and after this date, be held, transferred, sold, conveyed, sued and occupied subject to this Declaration of Protective Covenants.

1. Covenants Run with the Property. Each and every grantee of any interest in the Property, by deed or other document of conveyance, shall take and hold such interest subject to this Declaration of Protective Covenants, whether or not such shall be expressed in

such deed or other document, and each such grantee shall, by acceptance of such deed or other document, be deemed to have expressly assumed the burden set forth herein and to have expressly consented to each and every term, provision, restriction and condition herein contained. The restrictions and covenants herein contained shall be binding until October 1, 1992, at which time the restrictions and covenants shall be automatically extended for successive periods of ten years each, subject to a total extension of twenty years, unless by the written consent of the then owners of more than half of the lots, it is agreed to change the restrictions and covenants in whole or in part.

2. Restrictions on Use. The following restrictions and covenants shall apply to all Lots:

- (a) Lots shall be used for residential purposes only.
- (b) No temporary house, shack, tent or trailer shall be erected on the Lots to be used for residential purposes. No temporary buildings, tool houses or shacks shall be permitted to remain on the Lots for more than 60 days after completion of the permanent building, and no Lot shall be used for schools, kindergartens or churches.
- (c) No residence having less than 1400 square feet of floor space if one story, or less than 1700 square feet of floor space if more than one story, shall be erected on any Lot.
- (d) No residence shall have exposed concrete block.
- (e) No Lot shall be resubdivided to provide an additional building site. This does not preclude adjustment of property lines between adjacent property owners.
- (f) All plans and specifications for the proposed improvements on each Lot must be submitted for approval by the Developer. Construction may not be started before the Developer has approved the plans and specifications. In the event the Developer has not approved or rejected the plans and specifications after thirty days from the receipt of the plans and specifications, such plans and specifications shall be deemed to have been approved. Any changes in the plans and specifications must be re-approved by the Developer.

3. Participation in Costs. Each Lot owner, by acceptance of a deed or other document of conveyance covering such Lot, whether or not it is so expressed in such deed or other document, shall, by acceptance of such deed or other document, be deemed to covenant,

to pay the following costs:

- (a) Each Lot owner shall pay 1/41st of the development and maintenance costs of the Property, including but not limited to the following items:
 - (i) Clearing, grading and storm drainage within rights-of-way of streets;
 - (ii) Curb and gutter;
 - (iii) Street paving;
 - (iv) Sanitary sewer lines; and
 - (v) Water main.
- (b) Each Lot owner shall pay the full cost of connecting a sanitary sewer line from the permanent building on the Lot to the sanitary sewer line in the right-of-way of the street.
- (c) In the event a Lot owner builds a permanent building before the sanitary sewer line is installed within the right-of-way in the street, it shall be the responsibility of such Lot owner to install a septic tank and septic field on such Lot.

IN WITNESS WHEREOF, Developer has caused this Declaration of Protective Covenants to be executed by its duly authorized officer and its corporate seal affixed hereto, the day and year first above written.

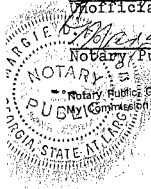
HARDMAN & STUCKEY TRAVEL INVESTMENTS, INC.

Signed, sealed and delivered in the presence of:

BY: Bill T. Hardman
BILL T. HARDMAN, President

Margie D. Gibson
Margie D. Gibson
Notary Public

(CORPORATE SEAL)



GEORGIA, LUMPKIN COUNTY
CLERK'S OFFICE SUPERIOR COURT

FILED FOR RECORD AT 8:30 AM 1-17-74
RECORDED IN INDEX BOOK F-3 PAGE 148 & 150
THIS 17th DAY OF Jan 1974
Edward E. Tucker
Clerk