

EXHIBIT C

**DECLARATION OF PROTECTIVE COVENANTS
FOR WHITE OAK ESTATES**

THIS DECLARATION OF PROTECTIVE COVENANTS, made this the 14 day of JUNE, 1996 by WEMA DEVELOPMENT CO., LLC, a Limited Liability Company organized and existing under the laws of the State of Georgia and having its principal office at 302 BRIAR COVE-MORGANTON GA 30560, (hereinafter referred to as "the Declarant"), for White Oak Estates (hereinafter referred to as the "Subdivision") pursuant to a plat recorded in Ranger A-271, Page 4, records of Fannin County, Georgia, (hereinafter referred to as the "Plat").

WITNESSETH:

WHEREAS, the Declarant is the owner of the Subdivision, the Subdivision being a subdivision of all of those certain lots, tracts or parcels of land lying and being in Land Lots 202-203 of the 8th District and 1st Section of Fannin County, Georgia; and

WHEREAS, it is to the interest, benefit and advantage of Declarant and each and every person who shall hereafter own any lot in the Subdivision (hereinafter collectively referred to in the singular as "Lot" and in the plural as "Lots") that certain protective covenants governing and regulating the use and occupancy of the Subdivision to 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 Declarant and each and every subsequent owner of any of the Lots, Declarant does hereby set up, establish, promulgate and declare the following protective covenants to apply to all of the Lots and to all persons owning the Lots, or any of them, hereafter. These protective covenants shall be binding on all persons claiming under and through the Declarant until twenty (20) years, from the date these covenants are recorded upon the deed records of Fannin County, Georgia, at which time such covenants may be extended or terminated in whole or in part as hereinafter provided.

1. *Land Use and Building Type.* No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling unit not to exceed 2 stories in height.

2. *Architectural Control.* No building shall be erected, placed or altered on any Lot until the construction plans and specifications and plans showing location of the structure have been approved by the Architectural Control Committee, as described in paragraph 15 below, as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation.

3. *Lot Size, Dwelling, Quality and Size.* Each lot shall have a minimum area of five (5) acres. The exterior of any dwelling constructed thereon must be of wood and must contain

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BOOK 231 PAGE 549-52
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CLERK OF SUPERIOR COURT

not less than 1,200 square feet of living space, exclusive of one-story open porches and garages. The use of concrete block shall be permitted for dwelling foundations and chimneys. All dwellings must be enclosed and roofed within one (1) year from the commencement of construction.

4. *Lot Area.* The 55.5 acre tract which comprises the Subdivision shall not be subdivided into less than five (5) acre tracts, as recorded in Warranty Deed from James Paul Heaney, Christina E. Heaney, Joseph Franklin Kirkpatrick and Elizabeth Strickler-Kirkpatrick to Linda McGehee dated March 16, 1988.

5. *Easements.* Easements for installation and maintenance of utilities are reserved by the Declarant for the following described areas:

- (a) Twenty (20) feet on each side of centerline of all roads;
- (b) Twenty (20) feet on each side of all lot boundary lines.

Easements for drainage facilities are reserved twenty (20) feet each side of the centerline of all roads. Drainage flows shall not be obstructed nor diverted from drainage or utility easements as designated above or on the recorded Plat.

6. *Nuisances.* No noxious or offensive activities shall be carried on or upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the Subdivision neighborhood.

7. *Temporary Structures.* No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn or other out building shall be used on any Lot at any time as a residence, either temporarily or permanently. The term "residential" purposes shall not exclude the use of Lots for gardening and maintaining pets. Hunting shall be strictly prohibited.

8. *Signs.* No sign of any kind shall be displayed to the public view on any Lot except for one (1) sign of not more than 32 square feet advertising such Lot for sale or rent or signs used by a builder to advertise the Lot during the construction and sales, or to advertise an established model home.

9. *Oil and Mining Operations.* No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

10. *Garbage and Refuse Disposal.* No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All containers, incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

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11. *Sewerage Disposal.* All septic tanks and drain fields shall be used for sewage disposal on each Lot herein described, and shall be located and constructed in accordance with the requirements, standards and recommendations of the Fannin County, Georgia Health Department.

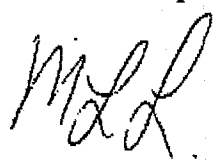
12. *Architectural Control Committee.* The Architectural Control Committee shall be composed of James H. Wilson, Jr., Shella Sigart, and Eugene H. Adamson. The majority of the Architectural Control Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Architectural Control Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Architectural Control Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this instrument. The approval or disapproval of the Architectural Control Committee as required by the instrument shall be in writing. In the event the Architectural Control Committee, or its designated representative, fails to approve or disapprove plans and specifications within thirty (30) days after such plans and specifications have been submitted to it, then the approval of the Architectural Control Committee shall be deemed to have been given and compliance with the related covenants shall be deemed to have been made.

13. *Wells.* Each dwelling constructed upon any Lot property shall have a well installed in compliance with local and state health regulations, at no expense to the Declarant.

14. *Electric Utility Easement.* Anything to the contrary hereinbefore not withstanding, the Blue Ridge Mountain Electric Membership Corporation shall have a blanket easement, or easement in gross, for the purpose of installation and service of the Subdivision property hereinabove described, as shown on the above-referenced Plat and survey.

15. *Road Maintenance.* As and when Declarant has sold 75% of the Lots in the Subdivision, Declarant covenants and agrees to convey to the Lot owner, as tenants in common, or to a Homeowners Association formed by the Lot owners, all right, title and interest to the roads within the Subdivision property. Thereafter, all of the Lot owners shall be responsible for the maintenance and operation of said roads and, in the event a Homeowners Association is formed, all of the Lot owners shall pay to the Homeowner Association road maintenance fees and costs as may be determined by the Homeowners Association. After the aforesaid conveyance has been made by Declarant, the Declarant shall have no further liability or responsibility whatsoever with respect to said roads, and the Lot owners, and the Homeowners Association, shall be solely responsible for the maintenance and operation of said roads.

16. *Term.* These covenants contained in this instrument are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date this instrument is recorded, after which time such covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by majority of the then owners of the Lots has been recorded agreeing to change such covenants in whole or in part.



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17. **Enforcement.** Enforcement of the covenants contained in this instrument shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

18. **Status of Mortgage Holders, Grantees of Security Deeds, Etc.** It is expressly provided that a breach of any of the covenants contained in this instrument shall not defeat nor render invalid the lien of any mortgage, deed to secure debt or deed of trust, made in good faith and for value, as to any of the property hereinabove described, or any part thereof, but said protective covenants and conditions shall be binding upon and effective against any owner of any Lot or Lots within said Subdivision whose title thereto is acquired as a result of foreclosure, sale under power, trustee sale or otherwise as to the ownership or use by any owner who so acquires title.

19. **Severability.** Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions of this instrument which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed, as of the day and year first above written.

WEMA DEVELOPMENT CO., LLC

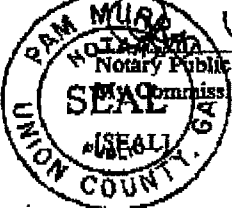
James H. Wilson, Jr. (SEAL)
James H. Wilson, Jr., Member

Sheila Elgart (SEAL)
Sheila Elgart, Member

Claudia J. McIntyre (SEAL)
Claudia J. McIntyre, Member

Eugene M. Adamson (SEAL)
Eugene M. Adamson, Member

[Signature]
Executed in the presence of:
[Signature]
Unofficial Witness



[Signature]
Commission Expires: MY COMMISSION EXPIRES 4-22-2000