

**DECLARATION OF PROTECTIVE COVENANTS OF
WHITESTONE LAKE ESTATES**

THIS DECLARATION made this 14 day of April, 1994 by KIKER-ROACH ENTERPRISES having its principle office in Ellijay, Gilmer County, Georgia. WHEREAS, KIKER-ROACH ENTERPRISES, is the Developer of the Subdivision known as Whitestone Lake Estates and being a Subdivision of all of those certain lots, tracts, or parcels of land known as Land Lots 67, 68, 77, and 78, 12th District, 2nd Section of Gilmer County, Georgia, being that property described on Exhibit "A" attached hereto and becoming a part hereof.

WHEREAS, it is to the best interest, benefit, protection and advantage of KIKER-ROACH ENTERPRISES, and to each and every person who shall hereafter purchase any lot in said Subdivision 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 above referred to land.

NOW AND THEREFORE, for and in consideration of the premises and of the benefits to be derived by KIKER-ROACH ENTERPRISES, and each and every subsequent owner of the lots in said Subdivision, said KIKER-ROACH ENTERPRISES, does hereby proclaim, establish, publish, and declare the following protective covenants to apply to all lots in said subdivision and to all persons, firms, or corporations owning said lots, or any of them, hereafter; and every grantee of any interest, in any lot now or hereafter made; subject to this Declaration, by acceptance of a deed or other conveyance of such interest, whether or not it shall be so expressed in any such deed or other conveyance, whether or not such deed or other conveyance shall be signed by such person, firm, or corporation or whether or not such person, firm, or corporation shall consent in writing, shall take subject to this Declaration and to all the terms and conditions hereof and shall be deemed to have assented to all of said terms and conditions hereafter set forth.

The Whitestone Lake Estates Property Owners Association or any owner shall have the right to enforce the covenants and restrictions contained herein and of any other provision hereof by any appropriate proceeding at law or in equity against any person or persons violating or attempting to violate said covenants, conditions, restrictions, or other provisions, either to restrain violation, to enforce personal liability, or to recover damages, or by any appropriate proceeding at law, or in equity against the land to enforce any change or lien arising by virtue thereof. Any failure by the W.L.E.P.O.A. or any other to enforce any of said covenants and restrictions or other provisions shall in no event be deemed a waiver of the right to do so thereafter.

The provisions of this Declaration shall run with and bind the land, shall be and remain in effect, and shall inure to the benefit of and be enforceable by Declarant, or any owner of any lot subject to this Declaration, their respective heirs, legal representatives, successors and assigns, until twenty (20) years from the date hereof. Said covenants and restrictions may be renewed and extended, in whole or in part, beyond said twenty year term for successive periods not to exceed ten (10) years each if an agreement for renewal and extension is signed by two-thirds of the members of the W.L.E.P.O.A. and is recorded in the office of the Clerk of the Superior Court, Gilmer County, Georgia; provided, however, that each such agreement shall specify which

covenants and restrictions are so renewed and extended, and the term for which they are so renewed and extended. No such agreement to renew and extend said covenants shall be effective unless filed for record at least one hundred (100) days prior to the effective date of such renewal and extension. Every purchaser or grantee of any interest in any property now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance thereof, thereby agrees that the covenants and restrictions of this Declaration maybe extended as provided above.

Whenever possible, each provision of this Declaration shall be interpreted in such a manner as to be effective and valid, but if any provision of this Declaration or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of the Declaration are declared to be severable.

This Declaration may be amended at any time and from time to time during said first period and at any time during the period of any extension or renewal thereof, providing Declarant has sold over two-thirds of the lots to new owners, said new owners not having a vested interest in Declarants' firm known as KIKER-ROACH ENTERPRISE. Any such amendment shall require the approval of at least two-thirds of the owners of record. Further, no such amendment shall be effective unless there is filed for record in the Office of the Clerk of the Superior Court of Gilmer County, Georgia, on or before the effective date thereof, an instrument executed by the owners which shall state the terms of such an amendment and which shall contain a certification by owners. Every purchaser or grantee of any interest in any real property subject to this Declaration, by the acceptance of a deed or other conveyance therefore, thereby agrees that this Declaration may be amended as provided above.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this instrument under seal by and through its duly authorized representative this 14 day of April, 1993.

Georgia, Gilmer County
Clerk's Office Superior Court
Filed for record April 14, 1993 @ 1:00PM
and recorded in book 354 page 298 on April 20, 1993.

Section I Lot and Lake Use

1. No temporary house, mobile home, modular house, moved-in house, or other temporary dwelling shall be erected on said lots, and no lot may be used for a school, kindergarten, or day-care center. No lot shall be used for a church. All lots to which these restrictions are applicable shall be used for single family residence purposes only, and no lot shall be subdivided or its boundary line changed.

2. No more than one dwelling shall be placed on any lot, and only one family per lot shall have lake use privileges. For purposes of establishing lake use privileges, a "family" shall be defined

as a unit consisting of husband and wife and any dependent children. A single, unmarried person owning a lot shall also constitute a "family" for lake use privileges.

3. Lake use privileges shall be limited to no more than one family per lot, regardless of number of owners of any particular lot. Lake use privileges for lots owned by multiple family units must be determined between the parties owning the property. The name of the party chosen as the "family" member will be given to the Whitestone Lake Estates Property Owners Association, in writing, and any other owner will be considered a "guest" of said designated family member.

4. An owner must be present when their guest uses the lake. All guest must sign a release form before using the lake and their lake time will be considered that of the property owner. The Property Owners Association may set additional rules in regard to guest usage of lake facilities.

5. Any structure, landscaping, or driveway on any lot which is damaged by the elements, or vehicles, or fire, or by any other cause either (a) shall be repaired by the owner of such site as promptly as the extent of damage will permit; or (b) shall be removed by the owner of such lot so as to maintain an aesthetically pleasing appearance. Any building or structure located on any lot which should become vacant for any reason shall be locked and completely secured in order to prevent the entrance therein of any unauthorized person.

6. No detached structures shall be erected that are not first approved through Kiker-Roach Enterprise.

7. No inoperable vehicles, or vehicles without current, valid license tags shall be parked or stored on any lot, unless stored or parked in an enclosed garage.

8. No accumulation of trash, waste, or debris shall be permitted on any lot, nor shall lumber, brick, stone, or masonry block units, concrete, or any other building materials, scaffolding, or mechanical devices, to be used for building purposes be stored on any lot longer than that length of time reasonably necessary for the construction in which same is to be used. All garbage or trash shall be placed in covered containers; in no event shall such containers be maintained so as to be visible from neighboring property, except to make same available for collection, and then only the shortest time reasonably necessary to effect such collection.

9. No seawalls or construction at the shoreline shall be permitted, including any type of dock or deck. No fences or walls will be permitted along the shoreline or lake frontage of any lot.

10. Navigational obstructions shall not be permitted, included but not limited to, fences or other structures, whether floating or otherwise, that should hinder safe navigation of the lake, or interfere with use of the lake as authorized and approved by Kiker-Roach Enterprise in accordance with the bylaws of said lake usage. Necessary buoys for an American Water Ski Association sanctioned slalom, trick, and jump skiing course and a ski jump ramp or ramps shall be permitted as authorized by Kiker-Roach Enterprise. Location of such slalom, trick and jump course, and jump ramp or ramps shall be determined by Kiker-Roach Enterprise.

11. For the purpose of preserving the natural beauty of the Subdivision, the clearing of trees shall be restricted to that associated with the construction of driveways, building sites and landscaping of lots. Trees that are less than 6" in diameter may be removed if approved first by Kiker-Roach Enterprise.

12. All property owners in the Subdivision shall be assessed for proper maintenance of the lake and common property, including costs of building and repairing all water ski facilities authorized by the W.L.E.P.O.A. Said assessment shall be determined by W.L.E.P.O.A.

13. The Lakes within the Whitestone Lake Estates Subdivision are intended primarily for organized competition water skiing, therefore, all other recreational uses of the lake shall be defined by the W.L.E.P.O.A.

14. No public access or use of the lakes shall be permitted. However, organized water ski tournaments may be held in accordance with the W.L.E.P.O.A.

15. No exposed, above ground, or underground tanks or storage facilities shall be permitted for the storage of gasoline, diesel, kerosene, water or other substances with the exception of storage tank of gas for heating purposes. Said tank should be placed in a fenced or hidden location so as not to be visible from road.

16. Lot owners shall refrain from any act or use of their property which could reasonably cause embarrassment, discomfort or annoyance to owners and residents of other property made subject to this Declaration. Noxious or offensive activities shall not be carried on upon any lot.

17. No stable, poultry house or yard, rabbit hutch or other similar structure shall be constructed or allowed to remain on any lot, nor shall livestock of any nature or classification whatsoever be kept or maintained on any lot without the express written permission of Kiker-Roach Enterprise. However, household pets shall be permitted, provided they are not raised for commercial purposes; provided further, however, that such pets shall not be allowed beyond the extremities of their owner's lot if not on a leash. No pets will be allowed in the skiing area.

18. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkept condition, shall not be permitted on any part of any lot.

19. No sign of any kind or character shall be displayed to the public view on any lot except one professional sign of not more than five feet square, advertising the property for sale, or signs for temporary use by a builder to advertise the property during construction and sales period. This restriction shall not prevent the use of ornamental markers bearing the name and property address of the occupants of each lot.

Section II Homes and Construction

1. Homes constructed within Whitestone Lake Estates shall be for single family, private dwellings only, and such homes shall have not less than 1,200 square feet of heated floor space. This floor space requirement shall be exclusive of any space in garages, carports, screened porches or decks.
2. The work of construction of any building or structure shall be prosecuted with reasonable diligence continuously from the time of commencement until same shall be fully completed. Once construction has begun on any home on any lot, all construction shall be complete within 9 months from the date of the beginning of such construction.
3. During any construction or grading on any lot, soil erosion prevention procedures, such as silt fencing, shall be erected so as to prevent erosion and the washing of silt into the lake or onto surrounding property.
4. Before any lot may be occupied as a residence, the improvements constructed, or to be constructed thereon must be completely finished on the exterior, and all lawn which is visible from any street shall be planted with grass, or have other suitable ground cover. Landscaping shall be completed within 6 months of building construction.
5. No building shall be located nearer than 50 feet from the street Right Of Way, or nearer than 30 feet to the side lot line, or nearer than 30 feet to the rear lot line, or nearer than 30 feet from the designated common area around lakes.
6. No lot or parcel of land within the Subdivision shall be used for the purpose of exploring for, taking therefrom, or producing therefrom, gas, oil, or other hydrocarbon substances.
7. No buildings shall be erected, placed, altered, or permitted to remain on said land until the building plans, elevations, specifications of materials, specifications of construction methods, with plot plans showing the location of such buildings, have been approved in writing by Kiker-Roach Enterprise as to conformity and harmony of external finishes, colors, design, and general quality with the existing standards of the neighborhood. If the said Kiker-Roach Enterprise fails to approve or disapprove such plans and specifications within forty-five days after said plans and specifications have been submitted, Kiker-Roach Enterprise shall be deemed to have approved said plans and specifications. * See foot note.
8. No building, fence, wall or other structure shall be erected, constructed, altered or maintained upon any portion of any building lot unless plans and specifications shall have been submitted to Kiker-Roach Enterprise and approved in writing by same.
9. Kiker-Roach Enterprise shall not be responsible for structural defects in said plans and/or specifications, nor any building or other structure erected in accordance with said plans or specifications, nor shall Kiker-Roach Enterprise by reason of having approved the plans for any building in terms of this article, be responsible for any violations of building codes, county ordinances, restrictions, covenants, conditions, and easements which may affect such building.

10. Before any dwelling on any lot shall be occupied, a septic tank, or a sewage disposal, constructed in accordance with the requirements of Gilmer County, Georgia, shall be installed, all sewage from the premises shall be turned into such sewage disposal facility, and the same shall be continuously maintained in proper state of sanitation. The affluent from such septic tank or sewage disposal shall not be permitted to discharge into lakes, creeks, open ditch or drain unless first it has been passed through an absorption field approved by, County.

11. All houses to be constructed in Whitestone Lake Estates shall be constructed in accordance with the Amicalola EMC Good Cents Program and shall be totally electric. A representative of AEMC will certify compliance with these conditions prior to connection of permanent service to the house. Should any owner or builder elect to build to standards other than those as specified by AEMC, a hook up fee will apply, due prior to connection of electric service to the house equal to the current AEMC policy. (AMENDMENT, Deed Book 369, page 175)

* All Contractors must be approved by Kiker-Roach Enterprises

Section III WHITESTONE LAKE ESTATES PROPERTY OWNERS ASSOCIATION

Each lot owner shall automatically become a member of the W.L.E.P.O.A. and have one (1) vote per lot in all affairs of said association, and shall also become subject to and bound by the rules and regulations of said association. The W.L.E.P.O.A. shall be responsible for:

1. Establishing and enforcing all rules pertaining to recreational uses of the lake, including but not limited to safety, access control, and non skiing related uses.

2. Providing effective maintenance of all physical aspects of dam, lakes, shorelines, skiing facilities, including maintenance of the slalom course, jump course, and jump ramp, and any other common-use areas of the subdivision.

3. Establishing sound financial policy and keeping proper records.

4 . Proposing budgets and assessments.

5. Approving legal action against any member who fails to pay assessments, and all other necessary legal action.

6. Establishing, publicizing and enforcing community rules and penalties.

7. Procuring adequate hazard and liability insurance for common properties. Property owners who's assessment fee is current, may use any lake complying with the following stipulations:

a. One boat per lake, said boat to be furnished for the first year in each lake by Kiker-Roach Enterprises and designated as Ski Club Boats or Property Owners.

b. Only property owners and their accompanied guest(s) may use the lake

c . If others are waiting to use the lake you are using, 6 slalom passes, 5 jump passes and 5 minutes of tricks may be completed before allowing the next skier the same courtesy.

d . The person using the boat is solely responsible for the safety of passengers and any other involved persons and any damages to Club or property owners facilities.

e . All persons using the Lake(s) must have liability and property damage insurance, and, furthermore, agree to hold Kiker-Roach Enterprises harmless in any and all situations regardless of fault or negligence by any persons.

f. No alcoholic beverages allowed in boats or in restricted areas.

g. All Whitestone Lake Estates property owners that ski on lakes must be an AWSA member, with a current membership card. All other "family" members must sign a release form.

8. Each property owner shall keep his property neat and clean and mowed (if applicable) regardless of occupancy of residence of property.

9. Upon majority vote of all current members of the "Owners Covenants", tournaments, clinics, contests or other sporting events may be held, to include lease of said facilities to outside organizations or individuals. All money from the above described events shall go to the "Owners Fund" and used as described in Section III.