

DECLARATION OF PROTECTIVE COVENANTS

THIS DECLARATION OF PROTECTIVE COVENANTS, made as of the 24th day of October, 2003 by Wigington Developers, LLC, a Georgia Limited Liability Corporation (hereinafter referred to as "Declarant"), for Lumber Oaks (hereinafter referred to as the "Subdivision") pursuant to Plat recorded in Plat Book 00, Page 129, Records of Pickens County, Georgia (hereinafter referred to as the "Plat").

WITNESSETH

WHEREAS, Declarant is the owner of the Subdivision, the Subdivision being a subdivision of all those certain lots, tracts or parcels of land lying and being in Land Lots 266 and 276 of the 12th District and 2nd Section of Pickens County, Georgia; and

WHEREAS, it is to the interest, benefit and advantage of Declarant and each and every person who shall hereafter purchase any lot in the Subdivision (hereinafter collectively referred to in the singular as a "Lot" and in the plural as "Lots") that certain protective covenants governing and regulating the use and occupancy of the Subdivision be established, set forth and declared to be covenants running with the land.

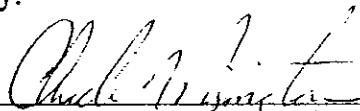
NOW THEREFORE, for and in consideration of the premises and of the benefits to be derived by Declarant and each and every subsequent owner of any of the Lots, Declarant does hereby set up, establish, promulgate and declare the following protective covenants to apply to all of the Lots and to all persons 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 and after the date of this instrument, at which time such covenants may be extended with the consent of the owners of twenty-five percent (25%) of the lots.

1. The property shall be used for residential purposes only.
2. Homes shall have a minimum of 1600 square feet of heated area on the main level of the home.
3. No property shall be used for church or school purposes.
4. No mobile or modular homes shall be allowed on the property.
5. No junked cars, trash land fills or shacks shall be allowed on this property.
6. No chickens or fowl or livestock shall be raised, kept or otherwise maintained on any lot. No commercial dog kennels, or more than three dogs shall be permitted on any lot.
7. No roadways shall be cut through any subdivision lot to property lying outside the subdivision, without written approval of the developer.
8. Wire and chain link fences shall not be closer to the road than the rear of the home.
9. Satellite dishes [unless smaller than two (2) feet in diameter], garbage cans, trash containers and clothes lines shall not be located closer to the road than the rear of the home.

10. Vehicles, boats, campers, etc. shall be stored in the rear of homes.
11. No further subdivision of a lot is allowed after said lot is sold by developer.
12. Houses shall be completed and the lots cleared of all debris within one year of clearing for building.
13. No underground houses.
14. Houses shall be no closer to the centerline of the road than seventy-five (75) feet. Nor closer than fifteen (15) feet to any side or rear line.
15. The exterior finish of the homes shall be brick, stone, finished wood or other similar materials in keeping with quality constructed houses. Colors of homes shall be earth tones or white. Stucco, rocks or decorative material shall cover all exposed foundations and foundation walls. Building plans must be approved by the developer before construction.
16. Driveways must be paved or concreted upon completion of the home.
17. Any detached buildings must be the same material as home, and the plans must be approved by the developer prior to construction.
18. All purchasers of lots covenant, by the acceptance of their deed, to maintain all yards (following construction of home) on their lots consistent with other finished yards in the subdivision. Purchasers also authorize the developer, Wigington Developers, LLC, to maintain such yards if the Purchaser fails to, at Purchaser's expense.
19. No vehicles having a gross weight over ten-thousand (10,000) pounds may be parked within the subdivision except for delivery or construction purposes.
20. No antennas may be located on any house.
21. All propane tanks must be installed below ground.
22. The repair of any and all road damage occurring during construction or other activities shall be the responsibility of owner.
23. Maximum clearing around house is 20 feet from house without developer approval.

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

Wigington Developers, LLC
by:



Chuck Wigington, Managing Member

