



## NOTICE REGARDING COVENANTS AND/OR RESTRICTIONS

The following Covenants and/or Restrictions are added as a courtesy only and are NOT WARRANTED by the property owner, their broker or agent as to completeness, accuracy, currency, or enforceability. Any interested buyer prospect is urged as part of their due diligence to contact the relevant Community Association or developer to determine for themselves what covenants and/or restrictions currently apply, how long they may remain in force, and if any changes or amendments may be currently under consideration. Additionally, or alternatively, one may wish to consider hiring an attorney to conduct this search for them and provide advice as needed.

FILED  
GEORGIA, FANNIN COUNTY:

I, John W. Chastain, Clerk of the Superior Court of said County, do hereby certify that the foregoing is a true and correct copy of the original as appears of record in this office.

IN WITNESS WHEREOF, I have this 25 day of April 1993 affixed my seal and signature

A. L. Stepp  
P.O. Box 147  
Blue Ridge, GA 30513  
4006

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GEORGIA, FANNIN COUNTY  
CLERK'S OFFICE SUPERIOR COURT  
FILED FOR RECORD 9/24/93  
AT 11:10AM RECORDED 9/24/93  
BOOK 203 PAGE 299-301  
John W. Chastain  
CLERK OF SUPERIOR COURT

John W. Chastain, Clerk Superior Court.

PROTECTIVE COVENANTS

THIS DECLARATION OF PROTECTIVE COVENANTS, made and published this the 22nd day of September, 1993 by A. L. Stepp of the County of Fannin, and the State of Georgia.

WITNESSETH:

THAT, WHEREAS, said individual is the owner of the development generally known in the community as Thunder Mountain, and being a development of subdivision lots located in the 8th District and 2nd Section of Fannin County, Georgia, and being a part of Land Lot No. 149. The aforesaid tracts of land are a portion of the property that was conveyed to A. L. Stepp by warranty deed dated April 30, 1993, from NationsBank said deed being recorded in Deed Book 197, Pages 362-365, and by warranty deed of Jeryl Timothy Burnette and James Carl Burnett dated April 15, 1993 and recorded in Deed Book 197, Page 40, both references being to the Office of the Clerk of the Superior Court of Fannin County, Georgia.

WHEREAS, it is to the interest, benefit and advantage of A. L. Stepp, and to each and every person who shall hereafter purchase any lot in said development 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 land.

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by A. L. Stepp to hereby set up, establish, promulgate and declare the following protective covenants shall be come effective immediately and run with the land and shall be binding on all persons claiming under and through A. L. Stepp, to-wit:

1. SEWAGE DISPOSAL: A septic tank and proper drain field, in accordance with the standard of the Health Department of the State of Georgia, will be used for sewage disposal for cabins constructed on said subdivision lots.

2. TEMPORARY STRUCTURES: No structure of a temporary character, such as a basement, trailer, lean-to, tent shack, garage, barn, or other outbuilding will be used on any lot at any time as a permanent residence.

3. MOBILE HOME: No mobile home of any type will be used or located on any lot at any time as a residence either temporarily or permanently.

4. BUILDING LOCATION: No house or cabin will be built closer to an adjoining subdivision lot than ten (10) feet.

5. LAND USE AND BUILDING TYPE: No lot will be used for any other purpose other than residential use. No building will be erected, altered, placed, or permitted on any lot other than one (1) detached family dwelling. No duplexes, condominium, or multi-unit buildings shall be located on any said lots. No building shall be erected on any lot that will be used as a school, church, kindergarten, or business of any type.

6. EASEMENTS: Easements for installation and maintenance of utilities are reserved whereby a power line with all essential clearing may be installed along the roads which traverse the above described lots.

7. ARCHITECTURAL CONTROL: Concrete block construction is prohibited on any lot except that concrete blocks may be used in the foundations and chimneys of the houses or cabins constructed on said lots.

8. NUISANCES: No noxious or offensive activity will be carried on upon any lot, nor shall anything be done thereof which may be or become an annoyance or nuisance to the neighborhood. No nuisance or offensive, noisy or illegal trade, calling, or transaction will be done, carried on, suffered, or permitted upon any lot, nor will any lot be used for any illegal purpose. Each lot will be kept and maintained completely free of any junk, (including old vehicles and discarded appliances), trash, and garbage.

9. LANDSCAPING: No large trees will be removed from any lot except for those necessary to clear an area for construction of a house or cabin, the planting of a garden, reasonable landscaping, or creating a view.

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10. ARCHITECTURAL CONTROL: No structure of any type will be placed upon these portions of the property reserved for public Utility easements and for a public (traffic) roadway for ingress and egress, nor will the roadway be obstructed, blocked, or modified in any manner not clearly in the public interest.

11. ARCHITECTURAL CONTROL: All construction should comply with all local and state codes and be reasonable architectural design.

12. SIGNS: No signs, banners or display except for reasonable identification of the owner and the address of the property will be allowed to be visible from the public road on any property.

13. HOUSE SIZE: No house or cabin shall be erected on any lot that has less than eleven hundred fifty, (1150), square feet.

14. ANIMALS: No livestock or farm animals will be allowed.

15. ROADS: Right-of-way easements forty (40) feet in width are reserved over and across the roads which traverse the subdivision as shown on the Plat for the purpose of ingress and egress for all lot owners. All roads shall be maintained by the lot owners on a prorata basis with each lot owner contributing his or her share for maintenance according to lot ownership.

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

IN WITNESS WHEREOF, the said A. L. Stepp has hereunto set his hand and affixed his seal, this the day and year first written above.

*A. L. Stepp* (SEAL)  
A. L. Stepp

Signed, sealed and delivered in the presence of:

*Curry Whitehead*  
Witness

*Curry Whitehead*  
Notary Public

CURRY WHITEHEAD  
Notary Public, Fannin County, Georgia  
My Commission Expires May 29, 1999

This Protective Covenant is being re-recorded to correct No. 3 on page 2, and add No. 15 to page 3, and No. 13 on page 3.

GEORGIA, FANNIN COUNTY  
GLENN'S OFFICE SUPERIOR COURT  
FILED FOR RECORD 4/25/96  
At 1:40PM RECORDED 4/25/96  
BOOK 244 PAGE 540-42  
*John W. Chastain*  
CLERK OF SUPERIOR COURT