



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.

BEAR WALK

000343

PROTECTIVE COVENANTS

THIS DECLARATION OF PROTECTIVE COVENANTS, made and published this the 3rd day of February, 1988, by A. L. Stepp, Joe M. Stepp, Jerry L. Stepp, Jerry W. Whitehead, and Jon C. Stepp of the County of Fannin, and the State of Georgia.

WITNESSETH:

THAT, WHEREAS, said individuals are the owners of the development generally known in the community as BEAR WALK, being a development of forty-four (44) subdivision lots, located in the 8th District and 2nd Section of Fannin County, Georgia, and being a part of Land Lot Nos. 191 and 192. The aforesaid tracts of land are a portion of the property that was conveyed to A. L. Stepp, Joe M. Stepp, Jerry L. Stepp, Jerry W. Whitehead, and Jon C. Stepp by warranty deed dated the 21st day of December, 1984, from E. Clayton Scofield, H. Frank Smith, Jr., and Charles G. Crawley, said deed being recorded in Deed Book 98, pages 691-692, in the Office of the Clerk of the Superior Court for Fannin County, Georgia.

WHEREAS, it is to the interest, benefit and advantage of A. L. Stepp, Joe M. Stepp, Jerry L. Stepp, Jerry W. Whitehead, and Jon C. 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.

GEORGIA, Fannin County, Clerk's Office Superior Court
Filed for Record... day of Feb... 19 88
at 9:35 clock AM Recorded... 19 88

Roy W. Senter Clerk

NOW THEREFORE, for and in consideration of the premises and of the benefits to be derived by A. L. Stepp, Joe M. Stepp, Jerry L. Stepp, Jerry W. Whitehead, and Jon C. Stepp, and each and every subsequent owner of any of the lots in said development, said A. L. Stepp, Joe M. Stepp, Jerry L. Stepp, Jerry W. Whitehead, and Jon C. Stepp do hereby set up, establish, promulgate and declare the following protective covenants to apply to the following lots and to all persons owning said lots, or any of them, hereafter; these protective covenants shall become effective immediately and run with the land and shall be binding on all persons claiming under and through A. L. Stepp, Joe M. Stepp, Jerry L. Stepp, Jerry W. Whitehead, and Jon C. Stepp, to wit:

1. SEWAGE DISPOSAL. A septic tank and proper drain field, in accordance with the standards 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 residence either temporarily or permanently.

3. MOBILE HOMES. No mobile home of any type may 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 than ten (10) feet to an adjoining subdivision lot.

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,

or reasonable landscaping.

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 of 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 seven hundred fifty (750) square feet.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them and cannot be amended or changed in any way unless an instrument is signed by all of the property owners in said development.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate and covenant either to restraining violation or to recover damages.

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Invalidation of any one of these covenants by judgment 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, Joe M. Stepp, Jerry L. Stepp, Jerry W. Whitehead, and Jon C. Stepp have hereunto set their hands and affixed their seals, this the day and year first written above.

A. L. Stepp (SEAL)

Signed, sealed, and delivered in the presence of:

Marian Tuttle Addison
Witness
Charlotte F. Phillips
Notary Public, Fannin County, Georgia
My Commission Expires August 11, 1989

Joe M. Stepp (SEAL)
Joe M. Stepp (By A. L. Stepp)

Signed, sealed, and delivered in the presence of:

Power of Attorney
Dated: November 4, 1985
Recorded: DB 108, pg 50-52
Fannin County, Ga.

Marian Tuttle Addison
Witness
Charlotte F. Phillips
Notary Public, Fannin County, Georgia
My Commission Expires August 11, 1989
Seal

(ATTESTATION CONTINUED ON PAGE 6)