

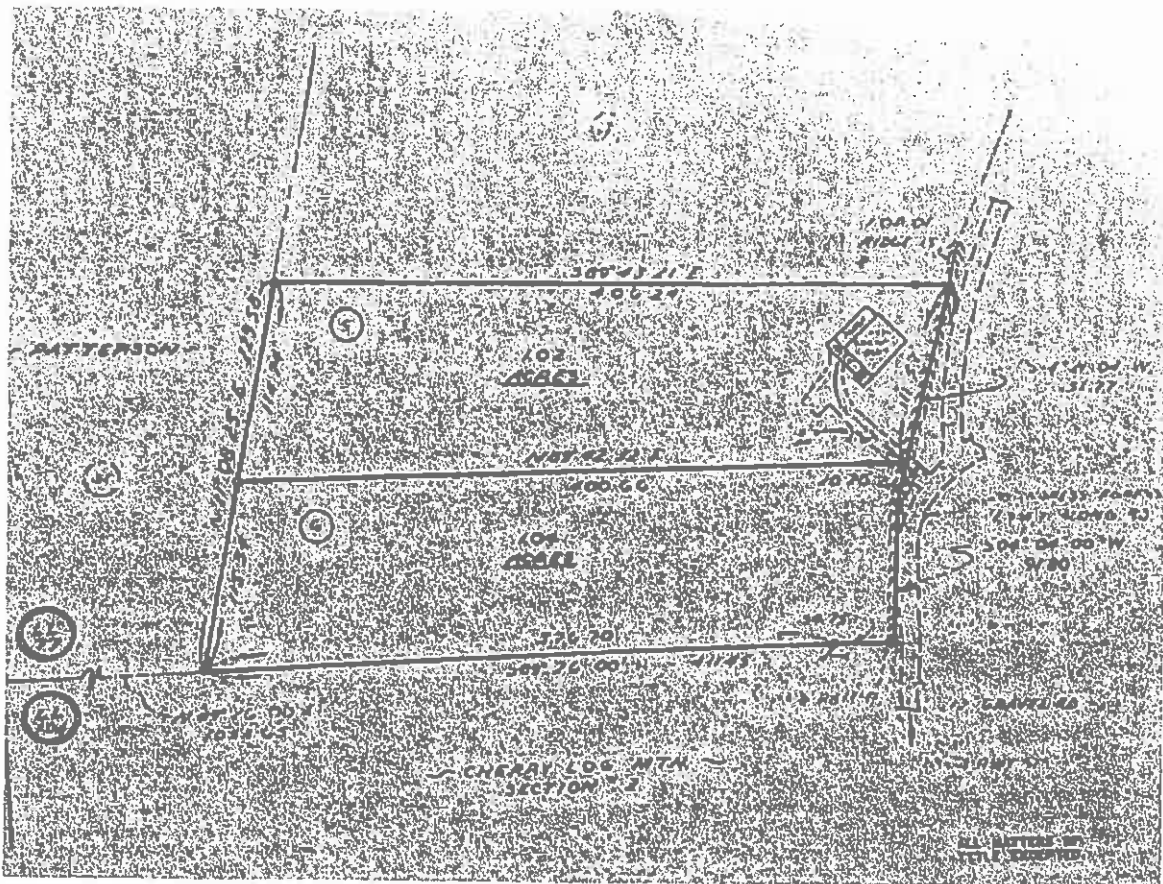


NOTICE REGARDING COVENANTS AND/OR RESTRICTIONS

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.

#2 N. Fitts

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COVENANTS, CONDITIONS & RESTRICTIONS

FOR

CHERRY LAKE SUBDIVISION

THIS DECLARATION is made and published this _____ day of _____, 1991, by THE SISSON CORPORATION ("Declarant"), a Georgia corporation.

Declarant is the owner and developer of a residential subdivision known as Cherry Lake, Phase I and II, lying and being in Land Lots 75, 76, 104 and 105, 7th District, 2nd Sect. Gilmer County, Georgia. The Declarant proposes to subdivide property into lots for sale to the general public. By this Declaration, Declarant intends to establish certain covenants, conditions and restriction (referred to collectively hereafter as the "restrictions") on the lots for the benefit and protection of the future and present owners of the lots and for the establishment and maintenance of sound values for the lots. The restrictions herein are intended to run with the land, and to inure to the benefit of and be binding upon each interest so conveyed or reserved and all parties having or acquiring any right title, interest or estate therein. The restrictions herein are intended to be mutually enforceable by and upon all such parties, which shall include the Declarant, its successors and assigns.

1.

This Declaration shall be applicable to those subdivided lots lying in the above property, which appear on plat(s) of survey filed of record in the Office of Clerk of Superior Court of Gilmer County. In the alternative, this Declaration shall be applicable to any parcel of property lying in the above property, the deed to which bears express reference to this Declaration.

2.

The property subject to this Declaration shall be used for residential purposes only. No more than one (1) detached, single-family dwelling shall be permitted on any lot. No structure of a temporary character, such as a basement, trailer, lean-to, tent, shack, garage, barn, or other outbuilding shall be used at any time as a residence, either temporarily or permanently. No structure shall be placed any closer than ten (10) feet to a lot boundary line.

3.

All construction shall comply with applicable local and state codes and shall be of safe, sound and aesthetically attractive architectural design. The exterior of every dwelling shall be constructed of natural materials and shall conform to the design and appearance of the dwelling. All work on any dwelling, out-buildings, landscaping or other improvements, is to be professionally done and completed within six (6) months of ground breaking; landscaping shall be completed within six (6) months. No concrete block shall be used in the construction of a dwelling or other structure, except for foundations and chimneys.

4.

There is established an Architectural Review Board ("ARB") for the purpose of ensuring that the structures and other improvements on any lot are aesthetically attractive and do not unfavorably affect the monetary value of the surrounding lots. The ARB shall have responsibility for approving the design (and construction, if necessary) of any dwelling, garage, fence, other structures, or improvements thereto (with the exception of such improvements which have no substantial impact on the appearance of the structure), and including, but not limited to the following: a) exterior elevations, including type and color of siding; b) clearing and subsequent landscape design, emphasizing the need to retain large trees and natural ground cover; c) any other pertinent feature of the site plan which will impact visually on other lots and the road fronting the subject lot. All work on both the dwelling and any fencing, out building, landscaping or other improvements is to be professionally done and completed in a reasonable time and in attractive fashion.

Prior to commencement of construction of any dwelling or other structure, by anyone other than Sisson Corporation, application shall be made to the ARB for approval. The application shall contain such information as the ARB deems necessary. No construction shall commence until written approval of the ARB is obtained.

The ARB shall consist of three (3) members, who shall be appointed by the Declarant until such time as more than 50% of the lots covered by this Declaration shall be sold, at which time the members of the ARB shall be as determined by the majority of owners of lots so covered, on a one lot - one vote basis. Nothing herein shall prevent the Declarant from voting for members of the ARB after the termination of Declarant's appointment power.

5.

The use of all lots within the subdivision with regard to the disposal of sewerage and effluent shall be done in strict compliance with currently existing State and County Health regulations. In particular, no outside toilets shall be allowed on any lot, and no waste or effluent shall be permitted to enter any stream. Furthermore, all sanitary arrangements must be inspected and approved by local or State Health Officers. Each lot owner shall have the location of any septic tank first approved by the Gilmer County Health Department, or agency of similar jurisdiction, prior to the installation of such facilities.

6.

No mobile homes of any type shall be placed on any lot at any time.

7.

Easements for installation and maintenance of utilities are reserved over, under and across a strip of land twelve and one half (12.5) feet in width contiguous to all lot boundary lines. In the event that a plat of survey, utilized as the source of legal description for a lot, shall depict an easement for such utilities, such plat shall prevail over the easement described in this paragraph.

8.

Any damage or disturbance to a road in the subdivision in connection with construction or other activity on a lot shall be the responsibility of the owner of such lot. Such owner shall, at a minimum, restore the road, as nearly as practicable, to its former condition, at such owner's sole expense. Proper culverts or tiles shall be installed under all driveways. No silt or other drainage arising directly or indirectly from construction shall be permitted to enter upon the lot of another owner. Any violation of any land disturbance ordinance or law, or other land use regulation, shall be a violation hereof.

9.

No noxious or offensive activity, including the use of firearms, or ATV vehicles, shall be permitted on any lot, shall any other activity be carried on which may be or become an annoyance or nuisance to other lot owners. No 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. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, including, but not limited to, junk vehicles, or household waste; each lot shall be kept clean and in sanitary condition. All garbage is to be placed in containers or bins strictly for the purpose of waste disposal and away from the view of any road. No outside drying or display of laundry is permitted. No boats, trailers, motor homes or similar vehicles shall be stored or parked for more than one week within fifty (50) feet of any road. No semitractors or other commercial vehicles shall be parked on or adjacent to a lot, except for such vehicles used to commute to and from work.

10.

No trees larger than six (6) inches in diameter shall be removed from any lot except where reasonable necessary for construction of a dwelling or planting of a garden, or where such tree is dead, damaged or presents a hazard. No trees to be cut without permission of seller.

11.

No structure shall be placed upon any portion of a lot subject to an easement for ingress and egress, nor shall such easement be obstructed, blocked, or modified in any manner detrimental to the exercise of rights of ingress and egress therein.

12.

No signs of any kind shall be placed on any lot, signs erected by a builder to advertise the property during construction or sale; and signs for the reasonable identification of the owner and the address of the property.

13.

No lot shall be re-subdivided.

14.

No animals shall be kept in the subdivision except for household pets. Any such pet shall be restrained from entering the property of others, and shall be kept quiet and in sanitary condition. No fierce or dangerous animals of any kind shall be maintained in the subdivision. No farm animals such as chickens, pigs, horses or cattle shall be permitted on any lot.

15.

Access to the subdivision lake as designated by the Declarant for purposes of fishing, boating and swimming is reserved in favor of all property owners and their guests. No gasoline or other motors shall be permitted on the lake without the written approval of Declarant.

16.

During the period in which Declarant owns fifty (50) percent or more of the lots in the subdivision, Declarant may amend these covenants by written instrument duly filed and recorded in local land records. Subsequent to sale by Declarant of more than fifty (50) percent of the lots in the subdivision, these covenants may be amended by a two-thirds (2/3s) vote of the owners of lots in the subdivision -- on a one-lot, one-vote basis.

17.

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 other than as provided herein. Any owner of a lot in the subdivision, including the developer, may enforce these covenants by an action in equity for an injunction. Invalidation of any one of these covenants by judgment or court order shall in no way affect the validity of any of the other provisions herein, which shall remain in full force and effect.

18.

Within thirty (30) days of excavation all drives will be graveled and banks seeded.

IN WITNESS WHEREOF, THE SISSON CORPORATION has hereunto set its hand and affixed its seal.

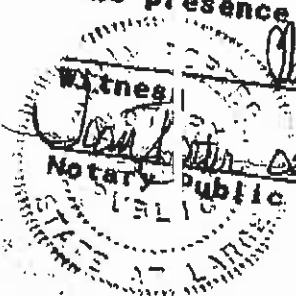
Signed, sealed and delivered in the presence of:

Maici B. Johnson

THE SISSON CORPORATION

BY *John Sisson*

ATTEST *Maici B. Johnson*



GEORGIA, GILMER COUNTY
Clerk's Office - Superior Court
Filed for record this 25 day of June 19 91 at 3:30 o'clock
P.M. and Recorded in Book 387 Page 24
this 27 day of June 19 91
John Sisson
Clerk Superior Court