



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.

Return to: Cary D. Cox
P.O. Box 748
Blairsville, GA 30514

STATE OF GEORGIA
COUNTY OF UNION

**DECLARATION OF RESTRICTIONS, LIMITATIONS
AND COVENANTS RUNNING WITH THE LAND**

WHEREAS, Patterson\Green, Inc., the holder of the legal title to the below listed subdivision known as "Chestnut Mountain Subdivision", Land Lot 124, 125 & 126, 10th District, 1st Section, Union County, Georgia being more particularly described as:

All that tract or parcel of land lying and being in Land Lot 124, 125 & 126, 10th District, 1st Section, Union County, Georgia, being Lots One (1) through Fifty-Three (53) of Chestnut Mountain Subdivision, (there being no Lot 44 or 49) as shown on a plat of survey by Blue Ridge Mountain Surveying, Inc. dated December 12, 2005, as recorded in Plat Book 58, Page 99-100 Union County, Georgia, which description is incorporated herein by reference and made a part hereof.

The purpose to the following restrictions and covenants is to ensure the use of said realty by the Owners, to prevent the impairment of the attractiveness of said realty, and to maintain the desired character of the community, and thereby to secure each present and future owners, the full benefit and enjoyment of their property. The reservations and restrictive covenants hereinafter set out are to run with the land and shall be binding upon all parties and persons owning lots in Chestnut Mountain Subdivision or claiming under them.

If the owners of such lots or any of them, or their heirs, successors or assigns shall violate any of the covenants hereinafter set out, it shall be lawful for any person owning real property situated in said subdivision to prosecute any proceeding at law or in the equity against any person or persons violating any to such covenants and either to prevent him from so doing or to recover damages for such violations, or both. Invalidation of any of these covenants by judgment or otherwise shall in no way affect any of the provisions which shall remain in full force and effect.

1. **LAND USE.** No lot after being conveyed by the developer may be subdivided. All lots are for single family residential purposes only. Only such residence shall be erected on any one lot, provided however that the owner of any lot may erect a garage for use in connection with such a residence. No lot dwelling or structure shall be used for commercial activity or business with the exception of a private home office. A private home office is defined as a one room, completely housed in the residence, office which supplements a person's main office. The home office shall not be solely and exclusively the main office for a business. No commercial vehicles (four ton or

- greater), trailers, lawn mowers for a lawn service, or the like may be parked at a residence in connection with the home office or in connection.
2. **SETBACKS.** No building or any part of a building shall be erected on any lot closer than ten (10) feet to the road right of way or closer than ten (10) feet to lot line on either side. When two or more lots are acquired as a single building side, the lot lines shall refer to lot lines that border adjoining property owners.
 3. **CONSTRUCTION.** When house construction begins, work must be pursued diligently and exterior must be completed with one (1) year, from start thereof and outside landscaping must be completed with one (1) year from the start thereof. All homeowners shall be held responsible for the acts of their employees, sub-contractors, suppliers and other persons or parties involved in construction or alteration of a home site. In this regard, a homeowner shall be responsible for any damage to roads and other common property. Builder/owner must ensure that the construction site is kept clean and free of debris and waste materials, and that stockpiles or unused materials are kept in neat and orderly fashion. Builder/owner must ensure that a freestanding, enclosed toilet (port-a-pot) be installed on the lot prior to beginning construction of the primary residence and removed as soon as residence is completed.
 4. **HOUSE SIZE.** Each residence will be constructed with at least 1800 square feet of heated living space, excluding carport, garage, or basement. If the house has more than one story, the first floor must contain at least 1400 square feet of heated living space, with the total house containing no less than 1800 square feet, excluding carport, garage, or basement. Also, no residence shall have more than two (2) stories of heated, livable area, excluding basements. All residence must have at least a 2 car garage, but it does not have to be connected to main residence.
 5. **BUILDING MATERIALS.** Primary residential building material for home construction shall be brick, vinyl, stucco or exterior wood material (log homes excepted). All wood sided or log homes must have twenty percent (20%) rock or stucco on exterior, excluding basements or foundations. No concrete block construction (with the exception of foundations), metal buildings, mobile homes, double wide mobile homes, manufactured homes, round or octagon shape or relocated homes will be allowed. Exposed concrete block or poured concrete foundations and site retaining walls must be covered with stone, brick, siding or stucco to complement the primary building materials. No structure such as a camper trailer, motor home, basement, tent, garage, barn, or other building shall be used on any lot at anytime as a permanent or temporary residence. All building exteriors, including foundations, must be completely covered by paint, stucco, stone, brick, wood, or wood like materials in earth tones.
 6. **ROOFING.** Roofing material must be factory standing seam painted metal, slate, cedar shakes, or architectural shingles. No white, light or bright colored roofing shall be allowed. All roofs shall have a minimum pitch of 7/12 excluding porches.

7. **DRAINAGE.** No drainage ditches, cuts, swales, streams, impoundments, ponds or lakes, no mounds, knobs, dams or hills and no other physical improvements or elements of the landscape or terrain which control or determine the location or flow of surface water and drainage patterns may be created, destroyed, altered or modified without the prior written consent of the Developer up and until fifty-one (51%) percent of lots are sold, whether on private or common area, thereafter consent shall be required of a 2/3 majority of owners. Special attention shall be given to prior site surface drainage so that surface waters will not interfere with surrounding home site and natural drainage flows. Paved areas shall be designed to allow surface water to drain naturally and not to allow water to collect or stand.
8. **DRIVEWAY.** To prevent mud and other debris from being tracked onto the street, a construction drive must be installed prior to beginning construction on the foundation and maintained until the permanent drive is completed. All permanent drives must be hard surfaced from the garage to the road before the home is occupied.
9. **VISUAL EFFECTS.** No barbwire or chain link fencing shall be allowed. Fences made of wood, brick, vinyl, or stone are permitted as long as they are done in earth tones and compliment the main residence. Fences shall be no higher than four (4) feet. The only exception is the installation of a privacy fence around an in ground pool.
10. **UTILITIES.** All electrical and other utility lines shall be placed underground and all water supply and sewage disposal facilities shall comply with the applicable governmental codes. No satellite dishes over a thirty-six (36) inch diameter shall be allowed on any lot and must be placed out of sight of subdivision roads. All fuel storage tanks or outdoor pools shall be installed and maintained underground or hidden by a fence. Mail receptacles must be constructed with similar material as used on the exterior of the main residence.
11. **TREES AND SHRUBS.** No more than fifty percent (50%) of existing trees over five (5) inches in diameter shall be removed from the property after being conveyed by the developer. Any home site, which has been altered from its natural state, shall be landscaped. All shrubs, trees, grass and plantings of every kind shall be kept maintained, properly cultivated and free of trash and other unsightly material. Landscaping shall be completed subject to and in accordance with paragraph three (3) above.
12. **EASEMENTS.** Developer, for the benefit of developer and developer's successors and assign, reserve the absolute exclusive, continuing and nonexclusive right and easement to construct, extend, erect, place, repair, maintain and replace from time to time along any present or future constructed common roadway, any utility lines, pipes, conduits, devices, implements or related components, fixtures, apparatuses and assemblages that are reasonable, appropriate and useful in furnishing and satisfying the residential utility uses and needs of the subject realty and its parcels, including but not limited to the following utility purposes and services; electricity, water, sewer, telephone, cable and other reasonable and ordinary utility right purposes and uses. This reservation shall

include the right of developer to grant and convey reasonably necessary and appropriate licenses, permits and easements to other third persons or entities in order to accomplish the intents and purposes of this provision. Nothing herein shall obligate the developer to provide or furnish any utility service. The developer further reserves the right to extend either the subdivision roads, grant easements for extending subdivision roads, or to extend or grant easements for the extension of the utilities as herein described.

13. **VEHICLES.** No motorcycles or other vehicles with external engines shall be permitted to ride along the streets of said subdivision except for the entry and exit from the area. Motorcycles and vehicles shall be properly muffled and usable by Georgia Department of Motor Vehicle standards. All such vehicles shall be properly muffled so as not to disturb the neighborhood. Developer shall be the sole arbiter of whether or not a vehicle is properly muffled until fifty-one (51%) percent of lots are sold. The parking of buses or trucks, rated higher than four tons, shall not be permitted. No motor homes or RV units shall be parked temporarily or permanently on any subdivision road unless garaged. Racing cars, whether on trailers or not shall be garaged and kept out of sight of the subdivision roads.
14. **APPEARANCE.** No wrecked or untagged motor vehicle, nor utility trailer, nor junk, nor household appliances shall be kept, stored, or repaired in plain view on any lot, except that such may be kept, stored, or repaired in an enclosed building so as not to be subjected to view by lot owners or from subdivision roads. No trash, garbage, rubbish, or other waste shall be kept upon any lot except in closed sanitary containers. No lot shall be used in whole or in part for any illegal activity nor for the storage of any property or thing that will cause any lot to appear in any unclean or untidy condition or that will be obnoxious to the eye, nor shall any substance be kept upon any lot that will emit foul or obnoxious odors. No lot owner or lot occupant shall conduct any activity that will disturb the peace, comfort or serenity of the occupants of surrounding property. Neither wrecked or untagged motor vehicle, utility trailer, nor junk, nor household appliance shall be kept or stored in plain view of subdivision roads.
15. **SIGNAGE.** No signs of any type shall be displayed to public view on any portion of said property except one sign of not more than 24 inches by 24 inches advertising property for sale or a temporary builder's sign, or such permits as required by law. All said signs shall be professionally lettered and neatly installed. Developer reserves the right to erect entrance signs.
16. **ACCESS.** No lot shall be accessed other than by the roads inside the subdivision with the exception of any potential easements in Paragraph 12. No road shall be built to access any adjoining property without written permission from the developer. Developer reserves the right to access any adjoining property now or hereafter acquired by the developer by the subdivision roads.
17. **ANIMALS.** No livestock, poultry, or animals of any kind shall be raised, bred, or kept on any lot. Exception: dogs, cats, or other household pets are permitted provided they

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are on a leash at all times while outside and shall not be allowed to run loose through the subdivision. No outside housing for pets shall be allowed.

- 18. LOT UPKEEP. Each lot owner shall pay one hundred fifty (\$150.00) per year, per lot owned, for the upkeep of roads and road right of ways to be paid to the developer or to the homeowners association, when and if formed. Each lot owner will be responsible for maintaining and mowing their own lot. Open land must be mowed no less than once a month during the spring and summer. All lots, whether vacant or occupied shall be maintained. Upon Developer selling seventy percent (70%) of lots the road funds shall be placed in an account for the subdivision with Developer having no further responsibility. Prior to the Developer selling seventy (70%) percent no account for the road fund shall be required.
- 19. ROADS. The roads in subdivision shall be constructed to meet County Road specifications, including paving. The turning over of the subdivision roads to the County shall be solely and exclusively in the developer's discretion. If the roads are not deeded to the County the roads shall become property and responsibility of lot owners upon sale of fifty one (51%) percent of subdivision lots.
- 20. RESTRICTIONS TIME PERIOD/ The covenants, restrictions, easements, reservations, terms and conditions contained in this declaration, shall run with the land shall be binding upon all lot owners and all persons claiming under them for a period of twenty five (25) years from the date hereof, provided, however, that the developer retains the absolute right to amend this declaration, as it may deem necessary, during a period of two (2) years from the date of the recording hereof upon the records of the Clerk of Union County Superior Court, and all such amendments shall be binding upon all lot owners. These covenants may be amended at anytime by the written agreement of the owners of at least seventy-five percent (75%) of the total number of lots. All such amendment(s) shall apply equally to all lots within the subdivision and no such amendment(s) shall place any further obligation(s) upon developer without his written consent.

IN WITNESS WHEREOF, the owners hereby affix their hands and seals this 10th day of April, 2006.

Debra Talbot
Witness

PATTERSON GREEN, INC.

By: Kevin Green

Attest: Chloria Gitt

Sworn to and subscribed to before me this 10th day of April, 2006.

