



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.

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P R O T E C T I V E C O V E N A N T S

THIS DECLARATION OF PROTECTIVE COVENANTS, made and published this the 3rd day of December, 1984, by A. L. Stepp of the County of Fannin, and the State of Georgia,

W I T N E S S E T H

THAT, WHEREAS, A. L. Stepp is the owner of a certain tract of land located in the 8th District and 1st Section of Fannin County, Georgia, and being a part of Land Lot No. 215. The aforesaid tract of land was conveyed to A. L. Stepp by warranty deed dated the 4th day of March, 1974, from Roy Kirby; said deed being recorded in Deed Book 49, Page 125, in the Office of the Clerk of the Superior Court for Fannin County, Georgia. The aforesaid individual plans to develop the said tract of land via the subdivision of said tract of land into smaller tracts of land that are suitable for residential homesites. The subdivided development is designated as the Cohutta Heights Development as shown on a survey and plat by Mike L. Hampton, Official County Surveyor for Fannin County, a Political Subdivision of the State of Georgia. The aforesaid plat is recorded in Plat Book 13, Page 216, in 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, and each and every subsequent owner of any of the lots in said development, said A. L. Stepp does 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.

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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 out-building will be used on any lot at any time as a residence either temporarily or permanently.

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 of 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 block 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 Lot Nos. 6, 7, 8, 9, 14, 15, 16, 17, and 18 that is less than 1,000 square feet.

14. HOUSE SIZE. No house or cabin shall be erected on Lot Nos. 1, 2, 3, 4, 10, 13, 20, 21, and 22 that is less than 750 square feet in size.

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.

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 has hereunto set his hand and affixed his seal, this the day and year first written above.

A. L. Stepp
A. L. Stepp

Signed, sealed, and delivered in the presence of:

Deborah Sue Cole
Witness

Walter Harris
Notary Public

(Notary Public, Ga. State at Large)
My Commission Expires Aug. 27, 1985

GEORGIA, FANNIN COUNTY
CLERK'S OFFICE SUPERIOR COURT

Filed for Record at 12:35 P.M. 1985
This 8 day of Jan. 1985
Recorded in Book 99 Page 41-43
This 8 day of Jan. 1985

Raymond Porter
CLERK