



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.

Doc ID: 000069090006 Type: GLR
Filed: 01/19/2005 at 10:00:00 AM
Fee Amt: \$20.00 Page 1 of 6
Fannin Co. Clerk of Superior Court
DANA CHASTAIN Clerk of Courts
BK **616** PG **776-781**

RETURN RECORDED DOCUMENT TO:
Lynn Dillard Doss
Doss & Doss
Attorneys Law
Post Office Box 1277
710 West First Street
Blue Ridge, Georgia 30513

PARTAIN ENTERPRISES, LLC
PROTECTIVE COVENANTS AND RESTRICTIONS
FOR
COHUTTA RANCH

All Phases

Made this the 30th day of September, 2004 by Partain Enterprises, LLC (hereafter referred to collectively as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the fee simple owner of all that tract or parcel of land lying and being in Fannin County, Georgia, and being more particularly described below with any additional property added hereto by amendment (hereinafter referred to as the "Submitted Property"), said property being further described as follows:

All that tract or parcel of land lying and being in the 9th District and 2n Section of Fannin County, Georgia, and being a part of Land Lot No. 171 and containing 12.23 acres of land, more or less, Lot Numbers 1 thru 4 (Phase I) as shown on a survey and plat dated the 16th day of September, 2004, as prepared by Shelly J. Bishop, Georgia Registered Land Surveyor No. 2536. Said plat is recorded in Plat Hanger D-162 Page 5-6 in the Office of the Clerk of the Superior Court for Fannin County, Georgia.

WHEREAS, Declarant desires to enhance the value and provide for the uniform development of the Subdivision;

NOW, THEREFORE, the Declarant hereby declares that the Submitted Property shall be held conveyed, encumbered, used, occupied, and improved subject to the following covenants and restrictions, as well as easements and assessments, all of which are in furtherance of a plan for subdivision, improvement and sale of real property and every part thereof. The covenants, restrictions and easements set forth herein shall run with the land and shall be binding on all parties having or acquiring and right, title or interest therein or thereto, and shall, subject to the limitations herein provided, inure to the benefit of each "Owner" (as hereinafter defined), his heirs, successors, and assigns. The Declarant hereby also declares that the Submitted Property shall be held, conveyed, encumbered, used, occupied, and improved subject to previously recorded covenants and made part of these covenants.

1. Lots shall be used for residential purposes only and no business or business activity shall be carried on upon any Lot at any time.
2. The exterior of all structures to be constructed on any of said lots shall be completed within six (6) months from the date that construction begins.
3. Campers or camping shall not be permitted on any lot.
4. No dwelling constructed on the above-referenced property shall contain less than 1000 square feet of finished, heated area (on the main floors), excluding porches decks, garages, and basements.
5. No inoperative cars, motorcycles, trucks, or other types of vehicles shall be allowed to remain either on or adjacent to any Lot for a period in excess of forty-eight (48) hours; provided, however, that this provision shall not apply to any such vehicle being kept in an enclosed garage. There shall be no major repair performed on any motor vehicle on or adjacent to any Lots in the subdivision. All vehicles shall have current license plates.
6. No mobile, modular, prefab home or homes constructed in whole or in part off of any Lot will be allowed on any Lot. No structure of a temporary nature shall be used as a residence either temporarily or permanently (including but not limited to trailers, basements, tents, shacks, garages, or barns).
7. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes. Such household pets must not constitute a nuisance or cause unsanitary conditions. Large and/or potentially vicious breeds of dogs are specifically excluded, and may not be raised, bred or kept on any lot.
8. Except during the construction of permanent improvements thereon, no Owner shall excavate or extract earth from any lot for any business or commercial purpose or otherwise. No elevation changes shall be permitted which materially affect surface grade of surrounding lots.

9. No sign of any kind shall be displayed to the public view on any lot except one sign advertising the property for sale, or a temporary builder sign. Said sign shall not be any larger than 36" x 36". An exception shall be that the Developer shall be allowed larger "For Sale" signs for the initial sale of the property. All such signs shall be professionally lettered and installed.
10. No lot shall be subdivided by any owner subsequent to the initial sale of the same by the Declarant. No building or any part thereof, including garages and porches shall be erected on any property closer than fifty feet to the line bordering any road or closer than fifty feet to either side lot line. Where two or more lots are acquired as a single building site, the lot shall refer only to the lot lines of the adjoining property owner. The integrity of the lot sizes is an essential element of this development.
11. Plans and specifications of all proposed buildings, including exterior colors and materials, must be submitted and approved by the Developer before construction begins. Design and materials must be of earth tones colors so as to blend with the forest. Exterior finish must be of permanent type, such as log, log siding, stone or cedar shingles. No building can be constructed of concrete or other block. Any exposed concrete foundation or chimney, etc. must be covered with rock, stucco or wood. No bright paint or bright roof colors are permitted on any structure. It is the intent and purpose of this restriction to insure that all dwellings be of quality workmanship and materials and enhance the natural environment.
12. Before construction beings, the lot owner shall contact the Fannin County Health Department to obtain approval as to the location of the residence.
13. No motorcycles or externally mounted engine vehicle shall be permitted in the development except for entry and exit from the same. All such vehicles shall be properly muffled so as not to disturb the neighborhood. All Terrain Vehicles are allowed as long as they do not create a nuisance and adhere to posted speed limits.
14. The grounds of each lot (whether vacant or occupied) shall be maintained in a neat and attractive condition. No trampolines, children's swing sets, and various other recreational toys shall be allowed in the front (road side), of house. Any structure, which suffers major exterior damage by fire, wind, or other causes, shall be repaired or removed within six (6) months.
15. No noxious or offensive activity will be carried on upon any lot or common area, nor shall anything be done thereon, which may be or become an annoyance or nuisance to the neighborhood. No nuisance or offensive, noisy, or illegal activity will be done, carried on, suffered or permitted upon any lot or common area, nor will any lot or common area be used for illegal purposes.
16. No lot shall be stripped of all its trees and any owner wishing to cut trees off their lot, after conveyance, must contact the Developer first to insure no adverse affect to any other lot. The community is intended to remain wooded. Clearing shall be for driveways, home sites, enhancing the views, and/or septic tank placement. The Developer or Association must approve tree removal from any lot of trees over eight (8") inches in diameter at breast height. Lots above 2,200 feet are subject to The Mountain Protection Act.

17. Motion sensor lights affixed to a residence shall be permitted. There shall be no permanent streetlights or yard lights erected on any portion of any lot in the development.
18. No chain link fences will be allowed. Fences should be made of wood, such as split rail. White vinyl fencing will be permitted. All pasture fencing must match that of fencing Developer has erected in Common Area.
19. There are hereby reserved, for the purpose of installing and maintaining utility facilities, and for such other purposes incidental to the development of the property, easements along the roads and lot lines. All claims of damages, if any arising out of construction, maintenance, and repair of utilities, or account of temporary or other inconveniences caused thereby, against owner or any of its agents or servants, are hereby waived by lot owners.
20. All roads in the development are private and sole responsibility of the Association and will not now or in the future be the responsibility of Fannin County, with the exception of Ritchie Creek Road.
21. No new roads shall be built across any lot for purpose of connecting with the interior roads of the developments. Each lot owner will be responsible for putting in a culvert under the driveway at the road where and when the Developer deems necessary, so as not to interrupt drain water.
22. It is explicitly understood by the lot owners, that damage to roads in the development caused by ongoing construction of a particular owner, shall be the responsibility of said owner to repair. Said damage would include that caused by irresponsible use and loading machinery and materials during adverse conditions. Repairs shall be made within seven (7) days of request by Developer or the Association.
23. The owner/developer shall install a well and/or water system for said development and will run water lines in said development. The owner/developer will establish with the owner of the lot if the specific lot can be serviced by the water system.
24. The owner/developer covenants and agrees to furnish water under adequate pressure and in adequate amount for reasonable residential consumption to the purchasers of the lots of the Developer specifically identified by the owner/developer as being able to obtain water from the community water agreement, until such time as owner/developer has sold all the lots in the development. Seller agrees to keep the wells, pumps, and those pipes and lines. Purchaser shall be responsible for the maintenance, installation, and repair of all lines, which lead from the main water line across his lot to his house. There will be one time water connect fee of \$650.00 paid to the Developer at time of closing.
25. Each individual owner shall be responsible for the installation and maintenance of any filter or filtration system deemed desirable or necessary by the individual lot owner.
26. Lot owner agrees to pay a monthly fee, determined by the well company, for the water service. The monthly fee is subject to change. Failure of the lot owner to pay said fee shall entitle the owner/developer to terminate the connection of the lot owner to the system, without notice to the lot owner. Any re-connection shall be only after payment of a \$250.00 re-

connect fee. A well management company selected by the Developer will manage water service.

27. In the event that the water line of any lot owner shall become damaged or through inadvertence, on the part of said lot owner, shall become faulty or in need of repair, resulting in the loss or leakage of water from said system, owner/developer shall not be guilty of trespass in entering onto the property of the individual owner in order to cut off said water system at the connection to the main water line until the individual owner shall repair his water lines, so further loss or leakage of water from the system is prevented.
28. The owner/developer does hereby grant to the individual lot owner and to the heirs, successors and assign the individual lot owner, a full and complete non-exclusive and perpetual easement to draw water from said water system for reasonable residential use along the water lines, which are presently installed or will be installed. Owner/developer reserves an easement for this purpose across any lot across which such water lines run and owner/developer hereby conveys to the individual lot owner an interest in those easement rights. Each individual lot owner acknowledges an easement for the benefit of the owner/developer and the other owners of lots in the development as to any portion of said main water system, which may cross the lot of an individual owner at any point, whether said water lines are in use. Said easement rights shall be a covenant running with the land and shall not be defeated for lack of use. The owner/developer reserve the right to enter the property of any individual lot owner for the purpose of performing maintenance or additions to the water line or lines which might traverse the property of the individual lot owner.
29. There is created contemporaneously herewith The Cohutta Ranch Homeowners' Association, Inc. The Developer does hereby quitclaim, transfer and convey, all roadways, common areas, and common amenities and utilities. Lots in said development shall be included in and subject to the Association. The Association shall be governed by bylaws established for the same. The Association shall have the authority to make assessments and to levy against any property owner who fails to pay an assessment when due. There is initially established an annual fee of \$350.00 which shall be due on the 31st day of December of each year.
 - a) Any notice of lien shall be filed in the office of the Clerk of the Superior Court for Fannin County, Georgia;
 - b) Any lien placed against a track of land shall be perpetual in nature and viewed in the same legal stance as a utility lien.
29. Nothing contained in this agreement shall be construed as enlarging the liability of the owner/developer for personal injuries to Purchaser and members of the purchaser's family or any other persons and owner/developer shall be liable for injuries only if seller is negligent and such negligence shall be determined without regard to the provisions of this agreement.
30. These covenants and restrictions shall run with said land and shall be binding upon all portions and all persons claiming them for a period of twenty-five (25) years from date at which time said covenants shall automatically be extended for a successive ten (10) years, unless an instrument, signed by a majority of the then recorded owners of the land agree to change said covenants, in whole or part, is executed and recorded. These covenants may sooner be changed at any time if all of the then owners agree.

IN WITNESS WHEREOF, the Owner/Developer has hereunto set their hands and affixed their seals, the day and year first above written.

OWNER/DEVELOPER

Ronnie L. Partain

RONNIE L. PARTAIN, INDIVIDUALLY

Elizabeth J. Partain

ELIZABETH J PARTAIN, INDIVIDUALLY

AND AS MEMBER OF PARTIAN ENTERPRISES, LLC

Signed, sealed and delivered

In the presence of

Michelle B. Dpton

Witness

Sandra Wilson

Notary Public

Notary Public, Fannin County, Georgia
My Commission Expires April 11, 2006

Doc ID: 000179810004 Type: GLR
Filed: 08/12/2005 at 02:48:00 PM
Fee Amt: \$16.00 Page 1 of 4
Fannin Co. Clerk of Superior Court
DANA CHASTAIN Clerk of Courts
BK 659 PG 602-605

RETURN RECORDED DOCUMENT TO: (Recording Information)

Lynn Dillard Doss
Doss & Doss
Attorneys Law
Post Office Box 1277
710 West First Street
Blue Ridge, Georgia 30513

AMENDED PROTECTIVE COVENANTS AND RESTRICTIONS

FOR PARTAIN ENTERPRISES, LLC

COHUTTA RANCH

All Phases

Made this the day of August, 2005 by Partain Enterprises, LLC (hereinafter referred to collectively as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the fee simple owner of all that tract or parcel of land lying and being in Fannin County, Georgia, and being more particularly described below with any additional property added hereto by amendment (hereinafter referred to as the "Submitted Property"), said property being further described as follows:

All that tract or parcel of land lying and being in the 9th District and 2nd Section of Fannin County, Georgia, and being a part of Land Lot No. 171 and containing 12.23 acres of land, more or less, Lot Numbers 1 thru 4 (Phase I) as shown on a survey and plat dated the 16th day of September, 2004, as prepared by Shelly J. Bishop, Georgia Registered Land Surveyor No. 2536. Said plat is recorded in Plat Hanger D-162 Page 5-6 in the Office of the Clerk of the Superior Court for Fannin County, Georgia.

WHEREAS, Declarant desires to enhance the value and provided for the uniform development of the Subdivision the Protective Covenants and Restrictions for Cohutta Ranch (all Phases) recorded in Deed Book 616, pages 776 – 781, Fannin County Georgia, shall be amended as follows:

1. Shall be amended to include: The Homeowners dues will maintain the roads and common areas.
2. Shall remain the same.
3. Shall remain the same.
4. Shall remain the same.
5. Shall remain the same.

6. Shall remain the same.
7. Shall remain the same.
8. Shall remain the same.
9. Shall be amended to add: Llamas or horses are allowed on those lots with adequate pastureland.
10. Shall remain the same.
11. Shall be amended to add: Exceptions will be considered by the developer for special situations.
12. Shall remain the same.
13. Shall remain the same.
14. Shall remain the same.
15. Shall be amended to add: All propane tanks must be buried or covered from view by a fence, shrubbery, etc.
16. Shall remain the same.
17. Shall be amended to add: A \$400.00 impact fee is due at closing.
18. Shall remain the same.
19. Shall remain the same.
20. Shall remain the same.
21. Shall remain the same.
22. Shall remain the same.
23. Shall remain the same.
24. Shall remain the same.
25. Shall remain the same.
26. Shall be amended to add: There will be a one time water connect fee of \$650.00 paid to the Developer at closing.
27. Shall remain the same.
28. Shall remain the same.
29. Shall remain the same.
30. Shall remain the same.

- 31. Shall remain the same.
- 32. Shall remain the same.
- 33. Shall remain the same.
- 34. Shall remain the same.
- 35. Shall remain the same.
- 36. Shall remain the same.

DURATION AND AMENDMENT

This declaration and the restrictions contained herein shall run with and bind the submitted property for a period of twenty years from after the date when this declaration is filed for record with the Clerk of Fannin County, after which time this declaration and the restrictions shall be automatically renewed for successive periods of ten years; provided, however, that after the end of the said twenty year period and during any ten year renewal period (but only during such renewal period), this declaration and the restrictions contained herein may be terminated by an instrument executed by 2/3 of the lot owners and recorded in the Office of the Clerk of the Superior Court for Fannin County, Georgia, or in such other place of recording as may be appropriate at the time of the execution of such instrument.

For so long as Declarant retains ownership of one or more lots in said subdivision, Declarant shall have the right, in their sole discretion and judgment, to modify, amend or alter in any manner this instrument to provide for the general health and welfare of the owners of lots in said subdivision.

Severability - A determination by a court that any provision hereof is invalid for any reason shall not affect the validity of any other provision hereof.

Constructive Notice - Each owner, by his acceptance of a deed or other conveyance of a lot, acknowledges for himself, his heirs, legal representatives, successors and assigns, that he is bound by the provisions of this declaration, including, but not limited to, the easement provisions for all homeowners provided in this document.

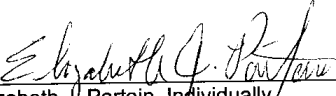
Binding Effect - This declaration shall be binding upon the undersigned, their heirs, administrators, successors and assigns. Said declaration shall run with the title to the property described above and any subsequent property that is added hereto by amendment.

IN WITNESS WHEREOF, the Owner/Developer has hereunto set their Hands and affixed their seals, the day and year first above written.

OWNER/DEVELOPER

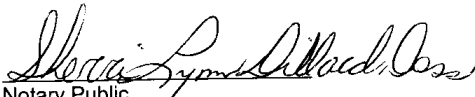


Ronnie L. Partain, individually


Elizabeth J. Partain, Individually
And as Members of Partain Enterprises, LLC

Signed, Sealed and Delivered
In the Presence of:


Witness


Notary Public

Notary Public, Fannin County, Georgia
My Commission Expires April 11, 2006



Doc ID: 001057960004 Type: GLR
 Filed: 10/08/2010 at 11:38:00 AM
 Fee Amt: \$11.00 Page 1 of 4
 Fannin Co. Clerk of Superior Court
 DANA CHASTAIN Clerk of Courts

Cross-reference to Deed
 Book 565 Page 662-671

Upon recording, return to:

BK **943** PG **113-116**

COLLATERAL ASSIGNMENT OF DECLARANT RIGHTS

THIS COLLATERAL ASSIGNMENT OF DECLARANT RIGHTS (this "Collateral Assignment") is hereby made this 27th day of August, 2010 by Partain Enterprises, LLC (hereinafter sometimes called "Assignor") to UNITED COMMUNITY BANK, (hereinafter, together with all subsequent lawful owners and holders of the indebtedness herein secured, sometimes called "Assignee").

WITNESSETH:

Assignor is designated as the "Declarant" or "Developer" under the terms and provisions of that certain "Declaration of Protective Covenants and Restrictions for Cohutta Ranch, All Phases which was filed on January 19, 2005, in Deed Book 616, Pages 776-781, with Amended Protective Covenants and Restrictions filed for Cohutta Ranch on August 12, 2005 in Deed Book 659, Pages 602-605, Fannin County, Georgia real property records. In order to secure a certain promissory note hereinafter described which has been executed by Assignor in favor of Assignee, and for good and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby bargain, sell, transfer, assign, convey, set over and deliver to Assignee all right, title and interest of the Assignor in, to and under said Declaration, and to and under all amendments, extensions, supplements and renewals thereof. To have and to hold the same unto Assignee, its successors and assigns, until the indebtedness secured hereby is paid in full.

This Collateral Assignment is made for the purpose of securing the payment of the following:

1. The repayment of the indebtedness evidenced by the Promissory Note executed by Assignor to Assignee dated 8-27-10 in the original principal amount of One Million, Nine Hundred Twenty Six Thousand, Nine Hundred Twenty Dollars and 13/100 Dollars (\$1,926,921.13), with interest and payment terms as provided therein, and all renewals, extensions and modifications thereof (the "Note");
2. The payment of all other sums, with interest thereon, as set forth in the Note, advanced in accordance herewith to protect the security of this Collateral Assignment or any other instrument taken as security for the Note;
3. The performance of the covenants and agreements of Assignor contained herein; and

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4. The payment of any and all indebtedness, whether direct or indirect, now or hereafter owing to Assignee by Assignor or the makers of the Note, pertaining to the real property securing the Note, or any portion thereof, regardless of the type, class, or purpose of any such other indebtedness, and however such indebtedness is evidenced, including, without limitation, the repayment of any future advances made by Assignee, together with interest thereon.

Assignor warrants and covenants to Assignee as follows:

1. That Assignor has not executed and shall not execute any other assignment of the "Declarant" or "Developer" rights given by the Declaration, and that it has not performed and shall not perform any acts or execute any other instruments which might prevent Assignee from fully exercising its rights under any of the terms, covenants and conditions of this Collateral Assignment.

2. That, to the best of Assignor's knowledge, the existing rights of the "Declarant" or "Developer" given by the Declaration are and will be, valid and enforceable in accordance with their terms and have not been and will not be altered, modified, amended, terminated or renewed, except as has been disclosed or may be disclosed to Assignee, nor have any of the terms and conditions thereof been waived in any manner whatsoever except as approved in writing by Assignee.

This Collateral Assignment is absolute and effective immediately and Assignee is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce this Collateral Assignment and the rights assigned hereunder. Notwithstanding the foregoing, until notified by the Assignee in writing that a default has occurred under the terms and conditions of the Note, or any other instrument constituting security for the Note, Assignor may continue to exercise the rights of "Declarant" or "Developer" pursuant to the terms of the Declaration.

Assignee shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the Assignor under the Declaration, and Assignee does not and shall not assume any of the liabilities in connection with or arising or growing out of any covenants and agreements of Assignor, as "Declarant", "Developer" or otherwise. Assignor hereby agrees to indemnify Assignee and to hold Assignee harmless from any liability, loss or damage, including without limitation reasonable attorneys' fees, which may or might be incurred by Assignee under the Declaration or by reason of this Collateral Assignment.

Assignee may take or release other security, may release any party primarily or secondarily liable for any indebtedness secured hereby, may grant extensions, renewals or indulgences with respect to such indebtedness any may apply any other security therefore held by it to the satisfaction of such indebtedness, without prejudice to any of its rights hereunder.

Waiver of or acquiescence by Assignee in any default by the Assignor, or failure of the Assignee to insist upon strict performance by the Assignor of any warranties or agreements in this Collateral Assignment, shall not constitute a waiver of any subsequent or other default or failure, whether similar or dissimilar.

The rights and remedies of Assignee under this Collateral Assignment are cumulative and are not in lieu of, but are in addition to, any other rights or remedies that Assignee shall have under the Note, or any other instrument constituting security for any of the Note, or governing the extension of the indebtedness evidenced by the Note, or at law or in equity.

If any term of this Collateral Assignment, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Collateral Assignment, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Collateral Assignment shall be valid and enforceable to the fullest extent permitted by law.

The terms "Assignor" and "Assignee" shall be construed to include the heirs, personal representatives, successors and assigns thereof. Reference to "Assignor" shall mean, at Assignee's option, any or all of the individuals or entities constituting Assignor. The gender and number used in this Collateral Assignment are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other firm, and the singular shall likewise include the plural.

This Collateral Assignment may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor has caused this Collateral Assignment to be executed as of the date first above written.

ASSIGNOR:

Ronnie and Elizabeth J Partain, General Managers
of Partain Enterprises, LLC

By: Ronnie L. Partain
Name: Ronnie L Partain
Its: General Manager

By: Elizabeth J. Partain
Name: Elizabeth J Partain
Its: General Manager

Signed, sealed and delivered
before me this 16 day of

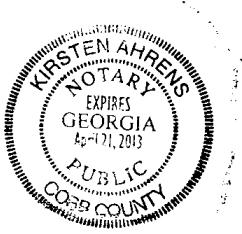
September 20 2010

Kathryn Danner
Unofficial Witness

Kirsten Ahrens
Notary Public

My commission expires: 4-21-13

[NOTARY SEAL]



7485A.00000:225935:2:ATLANTA

*Cross Reference: Deed Book 616, Pages 776-781
Deed Book 659, Pages 602-605*

This deed is being recorded in order to add six (6) covenants and restrictions that were inadvertently omitted from the original Covenants and Restrictions as recorded in Deed Book 616, Pages 776-781, in the Office of the Clerk of Superior Court of Fannin County, Georgia.

Prepared by:
Doss & Associates
Attorneys at Law
P.O. Box 1277
Blue Ridge, Georgia 30513
706-632-2083

PARTAIN ENTERPRISES, LLC
PROTECTIVE COVENANTS AND RESTRICTIONS FOR
COHUTTA RANCH
(ALL PHASES)
"CORRECTED"

This deed is being recorded in order to add six (6) covenants and restrictions that were inadvertently omitted from the original Covenants and Restrictions as recorded in Deed Book 616, Pages 776-781, in the Office of the Clerk of Superior Court of Fannin County, Georgia.

See Attachment "A"

To the extent that the undersigned is the holder of the legal title to the property referenced above, the undersigned does hereby set forth and publish the following restrictions and covenants as to ensure the use of said realty by the Owners, to prevent the impairment of the attractiveness of said realty, and to maintain the described character of the community, and thereby to secure each present or future owner, the full benefit and enjoyment of their property. The restrictions and restrictive covenants hereinafter set forth are to run with the land and shall be binding upon all parties and persons owning lots or acreage in property that is a portion of the properties set forth in the above referenced deeds of conveyance. Each lot owner agrees to become a member of the Cohutta Ranch Homeowners Association and be bound by the Articles and Bylaws of said Property Owner's Association.

If the owners of such lots or acreage, or their heirs, successors and assigns shall violate any of the covenants hereafter set out, it shall be lawful for any other person owning real property situated in said property, to prosecute any proceedings at law or in equity against the person or persons violating 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 judgement or otherwise, shall in no way affect any of the provisions which shall remain in full force and effect.

1. The annual assessment for each lot shall be the sum of \$350.00 per year, to be subject to change upon necessity determined by the majority of the Cohutta Ranch Homeowner's Association. The developer of the Cohutta Ranch shall be exempt from any and all assessments, for any lot owned by it, either now or in the future. Homeowner's dues will maintain roads and common areas.
2. After the conveyance of a tract or lot by the undersigned, no tract or lot shall be subdivided into another lot.
3. All lots are for single family residential purposes only. Only one residence shall be erected on any one lot.
4. No house trailers, mobile homes, doublewide trailers, relocated older homes, or tents will be allowed any time, except for construction purposes, during the construction period. This is meant not to exclude a persons boat trailers, utility trailers, campers, or horse trailers from being maintained at their home in a neat and orderly manner.
5. When the construction of any building is once begun, work thereon must proceed diligently and must be completed on the outside within six months from the start thereof and totally completed within twelve months.
6. No out building, garage, shed, tent, trailer, barn or temporary building of any kind shall be erected prior to the commencement of a residence, as is permitted hereby, and no outbuilding, garage, shed, tent, travel trailer, basement or temporary building shall be used for permanent or temporary residence purposes; provided that this paragraph shall not be deemed or construed to prevent the use of a temporary construction shed, or trailer during the period of actual construction of any residential structure on such property, or the use of adequate sanitary toilet facilities for workmen, which may be provided during construction. No more than one outbuilding may be constructed on any lot. It must be enclosed on at least three sides and materials and colors must match the residence.
7. No overnight camping shall be permitted for more than two days.
8. Each family residence shall be constructed with at least 1000 square feet of main floor area and 1500 square feet of total heated living space.
9. No animals, birds, or fowl shall be kept or maintained on any part of the property, except horses, Llamas and ordinary household pets (e.g. dogs, cats, pet birds) which may be kept thereon in a reasonable number of pets for the pleasure and use of the occupants but not for commercial use of purpose. Owners shall insure that no pet becomes a nuisance within the community. Horses and Llamas will be allowed on those lots with adequate pastureland.
10. No lot shall be used in whole or part for any illegal activity or for the storage of rubbish of any character or for storage of any property or thing that will cause such lot to appear in any unclean or untidy condition or that will be obnoxious to the eye; or shall any substance, thing or material be kept on any lot that will emit foul or obnoxious odors or will cause any noise that will or might disturb the peace, quiet, or serenity of the other occupants of the surrounding property. Also, no automobiles, trucks, or other motor vehicles without current years license tag may be placed on the property. Firearms may not be discharged on the property for recreational purposes.

11. No building or any part thereof, including garages or porches shall be erected on any property closer than fifty feet to the line bordering any road or closer than fifty feet to either side of lot line. Exceptions will be considered by developer for special situations. Where two or more lots are acquired as a single building site, the lot shall refer only to the lot lines of the adjoining property owner.

12. Plans and specifications of all proposed buildings, including exterior colors and materials must be submitted and approved by the developer before construction. Design and materials must be of earth tones colors, so as to blend with the forest. Exterior finish must be of permanent type, such as log, log siding, stone and cedar shingles. No building can be constructed of concrete or other block. Any exposed concrete foundation or chimney, etc, must be covered with rock, stucco or wood. No bright paint or bright roof colors are permitted on any structure. It is the intent and purpose of this restriction to insure that all dwellings be of quality workmanship and materials.

13. No motorcycles or other eternally mounted engine vehicle shall be permitted in the development except for the entry and exit from the area. All such vehicles shall be properly muffled so as not to disturb the neighborhood. All Terrain Vehicles are allowed as long as they do not create a nuisance and adhere to posted speed limits.

14. No signs of any type shall be displayed to public view on any portion of said property except one sign advertising the property for sale, or a temporary builder sign. Said sign shall not be any larger than 36" x 36". An exception shall be that the owner, Partain Enterprises, of said property shall be allowed larger "For Sale" signs for the initial sale of property. All such signs shall be professionally lettered and neatly installed.

15. The grounds of each lot (whether vacant or occupied) shall be maintained in a neat and attractive condition. No trampolines, children's swing sets, and various other recreational toys shall be allowed in the front (road side) of house. All propane tanks must be buried or covered from view by fencing, shrubbery, etc. Any structure, which suffers major exterior damage by fire, wind or other causes, shall be repaired or removed within six (6) months.

16. There is created contemporaneously herewith The Cohutta Ranch Homeowner's Association, Inc. The Association, into which is hereby quit claimed, transferred and conveyed, all roadways, common areas, and common amenities and utilities. Lots in said developments shall be included in and subject to the Association. The Association shall be governed by the By-Laws of the same. The Association shall have the authority to make assessments and to levy against any property owner who fails to pay an assessment when due.

- a. Any notice of lien shall be filed in the deed records as maintained in the Office of the Clerk of Superior Court of Fannin County, Georgia.
- b. Any lien placed against a tract of land shall be perpetual in nature and viewed in the same legal stance as a utility lien.

17. It is explicitly understood by the lot owners that damage to roads in the development caused by ongoing construction of a particular owner, shall be the responsibility of said owner to repair. Said damage would include that caused by irresponsible use and loading machinery and materials

during adverse conditions. Repairs shall be made within seven days of request by developer or Association. A \$500.00 Impact fee is due to the Homeowner's Association when building permit is issued.

18. There are hereby reserved, for the purpose of installing and maintaining utility facilities, and for such other purposes incidental to the development of the property, easements along the roads and lot lines. All claims of damages, if any arising out of construction, maintenance, and repair of utilities, or account of temporary or other inconveniences caused thereby, against owner or any of its agents or servants, are hereby waived by lot owners.

19. No new roads shall be across any lot for purpose of connecting with the interior roads of the developments. Each lot owner will be responsible for putting in a culvert under the driveway at the road where and when the developer deems necessary, so as not to interrupt drain water.

20. Before construction may begin, the lot owner shall contact the Fannin County Health Department to get approval of location of construction.

21. No noxious or offensive activity will be carried on upon any lot or common area, nor shall anything be done thereon, which may be or become an annoyance or nuisance to the neighborhood. No nuisance or offensive, noisy, or illegal activity will be carried on, suffered, or permitted upon any lot or common area, nor will any lot or common area be used for illegal purposes.

22. All roads in the developments are private and the sole responsibility of the Association and will not now or in the future be the responsibility of Fannin County, with the exception of Ritchie Creek Road.

23. These covenants and restrictions shall run with said land and shall be binding upon all portions and all persons claiming them for a period of 25 years from dated at which time covenants shall automatically be extended for a successive 10 years, unless an instrument, signed by a majority of the then recorded owners of the land agree to change said covenants, in whole or part, is executed and recorded. These covenants may sooner be changed at any time if all of the then owners agree.

24. No lot shall be stripped of all its trees and any owner wishing to cut trees off their lot, after conveyance, must contact the Developer first to insure no adverse effect to any other lot. The community is intended to remain wooded. Clearing shall be for driveways, home sites, enhancing the views, and/or septic tank placement. The Developer or Association must approve tree removal from any lot of trees over eight inches in diameter at breast height. Lots above 2200 feet elevation are subject to The Mountain Protection Act.

25. The owner/developer shall install a well and/or water system for said development and will run water lines in said development. The owner/developer will establish with the owner of the lot if the specific lot can be serviced by the water system.

26. The owner/ developer covenants and agrees to furnish water under adequate pressure and in adequate amount for reasonable residential consumption to the purchasers of the lots of the developer specifically

identified by the owner/developer as being able to obtain water from the community water agreement, until such time as owner/developer has sold all the lots in the development. Seller agrees to keep the wells, pumps, and those pipes and lines. Purchaser shall be responsible for the maintenance, installation, and repair of all lines, which lead from the main water line across his lot to his house. There will be a one-time water connect fee of \$1,000.00 paid to the Developer upon water connection.

27. Each individual owner shall be responsible for the installation and maintenance of any filter or filtration system deemed desirable or necessary by the individual lot owner.

28. Nothing contained in this agreement shall be construed as enlarging the liability of the owner/developer for personal injuries to Purchaser and members of the purchasers family or any other persons and owner/developer shall be liable for injuries only if seller is negligent and such negligence shall be determined without regard to the provisions of this agreement.

29. Lot owner agrees to pay a monthly fee, determined by the well company, for the water service. The monthly fee is subject to change. Failure of the lot owner to pay said fee shall entitle the owner/developer to terminate the connection of the lot owner to the system, without notice to the lot owner. Any re-connection shall be only after payment of \$250.00 re-connect fee. A well management company selected by the Developer will manage water service.

30. In the event that the water line of any lot owner shall become damaged or through inadvertence, on the part of said lot owner, shall become faulty or in need of repair, resulting in the loss or leakage of water from said system, owner/developer shall not be guilty of trespass in entering onto the property of the individual owner in order to cut off said water system at the connection to the main water line until the individual owner shall repair his water lines, so further loss or leakage of water from the system is prevented.

31. The owner/developer does hereby grant to the individual lot owner and to the heirs, successors and assign the individual lot owner, a full and complete non-exclusive and perpetual easement to draw water from said water system for reasonable residential use along the water lines, which are presently installed or will be installed. Owner/developer reserves an easement for this purpose across any lot across which such water lines run and owner/developer hereby conveys to the individual lot owner an interest in those easement rights. Each individual lot owner acknowledges an easement for the benefit of the owner/developer and the other owners of lots in the development as to any portion of said main water system, which may cross the lot of an individual owner at any point, whether said water lines are in use. Said easement rights shall be a covenant running with the land and shall not be defeated for lack of use.

32. Owner/developer shall reserve the right to transfer management and/or ownership of the subject water system, to a third party, or to the Homeowners Association which is the sole option of the seller.

33. The owner/developer reserves the right to enter the property of any individual lot owner for the purpose of performing maintenance or additions to the water line or lines which might traverse the property of the individual lot owner.

34. There shall be no permanent streetlights or yard lights erected on any portion of any lot in the development.

35. Motion sensor lights affixed to a residence shall be permitted.

36. No chain link fences will be allowed. Fences should be made of wood, such as split rail. White vinyl fencing will be permitted. All pasture fencing must match that of fencing Developer has erected in Common Area.

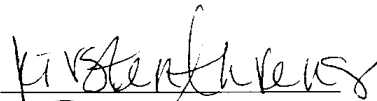
IN WITNESS WHEREOF, the Owner/Developer has hereunto set their hands and affixed their seals, this the 27 day of January, 2011.




Ronnie L. Partain, Individually (SEAL)



Elizabeth J. Partain, Individually
And as members of Partain Enterprises, LLC



Unofficial Witness



Notary Public

Notary Public, Cobb County, Georgia
My Commission Expires April 28, 2012

ATTACHMENT "A"

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING in Land Lot No. 171 of the 9th District and 2nd Section of Fannin County, Georgia and being designated as Cohutta Ranch Subdivision, Phase 1, containing 12.43 acres as shown on that plat of survey by Lane S. Bishop, G.R.L.S. No. 1575, dated September 16, 2004, and being recorded in Plat Hanger D-162, Page 6, in the Office of the Clerk of Superior Court of Fannin County, Georgia. Pursuant to O.C.G.A. 44-2-28, reference is hereby made to said recorded plat of survey for the purpose of incorporating same herein for a more complete metes and bounds description of the property herein conveyed.

AND

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING in Land Lot No. 171 and 190 of the 9th District and 2nd Section of Fannin County, Georgia and being designated as Cohutta Ranch Subdivision, Phase 2, containing 34.63 acres as shown on that plat of survey by Shelly J. Bishop, G.R.L.S. No. 2536, dated February 8, 2005, and being recorded in Plat Hanger D-226, Pages 4-6, and re-recorded in Plat Hanger D-305, Page 4, in the Office of the Clerk of Superior Court of Fannin County, Georgia. Pursuant to O.C.G.A. 44-2-28, reference is hereby made to said recorded plat of survey for the purpose of incorporating same herein for a more complete metes and bounds description of the property herein conveyed.

AND

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING in Land Lot No. 171 of the 9th District and 2nd Section of Fannin County, Georgia and being designated as Cohutta Ranch Subdivision, Phase 3, containing 43.52 acres as shown on that plat of survey by Shelly J. Bishop, G.R.L.S. No. 2536, dated September 14, 2005, and being recorded in Plat Hanger D-245, Pages 3-5, in the Office of the Clerk of Superior Court of Fannin County, Georgia. Pursuant to O.C.G.A. 44-2-28, reference is hereby made to said recorded plat of survey for the purpose of incorporating same herein for a more complete metes and bounds description of the property herein conveyed.