



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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GEORGIA, FANNIN COUNTY
CLERK'S OFFICE SUPERIOR COURT
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AT 11:12AM RECORDED 2/24/2000
BOOK 350 PAGE 10-15
John W. Chatham
CLERK OF SUPERIOR COURT

01378

COVENANTS AND RESTRICTIONS
FOR
CREEK STONE

**A DECLARATION OF COVENANTS, RESTRICTIONS, AND LIMITATIONS
RUNNING WITH THE LAND FOR CREEK STONE SUBDIVISION.**

THIS DECLARATION OF COVENANTS, RESTRICTIONS, AND LIMITATIONS,
is made and published this the 24th day of February, 2000, by Lamar Lance and Joey Owenby as
developers of CREEK STONE.

WHEREAS, the undersigned is the owner of that real property located in Fannin County,
Georgia, described as being in the 8th District and 1st section of Fannin County, Georgia, and being
a part of Land Lot No. 32, 33, 40 and 41 in Exhibit "A" attached hereto and made a part hereof
(the "Property") and

WHEREAS, a plat and survey as prepared by Lane S. Bishop, Georgia Registered Land
Surveyor o. 1575, dated January 4, 1999, setting forth the individual, numbered lots is recorded in
the Office of the Clerk of the Superior Court of Fannin County, Georgia, and incorporated herein
by reference.

WHEREAS, it is the intent of Developers to establish a general plan and uniform scheme of
development and improvement of the Property, and

WHEREAS, the Developers wish to provide for the preservation and enhancement of the
Property in order to contribute to the personal and general health, safety and welfare of the
property owners and residents therein and to maintain the land and improvements therein, and to
this end wish to subject the Property to the covenants, restrictions, easements, reservations,
assessments, charges, liens and other provisions hereinafter set forth,

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by the Creek Stone development and each and every subsequent owner of any of the lots in said Development, the Developers do hereby set up, establish, promulgate and declare to the following to apply to all of said lots and to all persons owning said lots, or any of them, hereafter; these covenants, restrictions, and limitations shall become effective immediately and run with the land and shall be binding on all persons claiming under and through the Creek Stone development, to-wit:

**ARTICLE I
DEFINITIONS**

The following terms, as used in this Declaration, shall have the following meanings:

1.1 **DEVELOPERS** shall mean Lamar Lance and Joey Owenby, their executors, successors and assigns.

1.2 **LOT** shall mean and refer to any platted subdivision lot or parcel in the property described in the Office of the Clerk of the Superior Court for Fannin County, Georgia.

1.3 **OWNER** shall mean and refer to the record owner, whether one or more persons or entities, of any Lot which is a part of this Declaration, including contract sellers (but not contract purchasers) and the Developers.

1.4 **COMMON AREA** shall mean all real property (including the improvements thereto), owned by collectively by the Owners for the common use and enjoyment of the owners.

**ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION**

2.1 **EXISTING PROPERTY.** The initial property subject to this Declaration is the real property set forth in Attachment A.

2.2. **ADDITIONAL PROPERTY.** The Developers may, at any time and from time to time, subject additional property to this Declaration, describing such additional property to this Declaration. Such amendments may be made by the Developers without the joinder or consent of the other owners or mortgagees of any portion of the Property, or any other person or entity.

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**ARTICLE III
USE RESTRICTIONS**

3.1 SEWAGE DISPOSAL. A septic tank and proper drain field, in accordance with the standards of the Health Department of the State of Georgia, shall be used for sewage disposal for houses constructed in said subdivisions.

3.2 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 a lot at any time as a residence on a permanent basis. (Provided that this paragraph shall not be deemed or construed to prevent the use of 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 such construction). No outbuilding, garage, shed, trailer or temporary building of any kind shall be erected prior to commencement of the erection of a residence.

3.3 RECREATIONAL CAMPING. Tent camping for recreational use on undeveloped lots is allowed under the following conditions:

- a) Each camping session will not exceed five consecutive days.
- b) A maximum of two such sessions can be held in any one calendar month.
- c) The lot owner must be present during each camping session.
- d) A maximum of two tents will be allowed per camping session.

An undeveloped lot is defined as a lot in which clearing for a building site or other construction has not commenced.

3.4 MANUFACTURED HOME OR MOBILE HOME. No manufactured home or mobile home of any type will be used or located on any lot at any time as a residence either temporarily or permanently.

3.5 RESIDENTIAL USE. All lots shall be used as a single, family, private, residential dwelling and for no other purpose; One single family residence per lot. No residence may be used as a school, church, kindergarten, of business of any type.

When the construction of any building is once begun, work thereon must proceed diligently and must be completed on the outside within six (6) months from the start thereof and totally completed within twelve (12) months. Lots shall be served by a community water system, with each lot owner being entitled to utilize said system. Each lot owner shall be pro rata be responsible for the maintenance and upkeep of said well and water system.

3.6 **CLOTHESLINES.** No clotheslines or outside drying area shall be located on any lot unless screened in such a manner as to be concealed by fencing and/or landscaping.

3.7 **INSURANCE.** No owner shall permit or suffer anything to be done or kept within or upon his lot, or make any use of the Property, which will increase the rate of insurance of any portion of the Property.

3.8 **GARBAGE AND TRASH CONTAINERS.** No lot shall be used or maintained as a dumping ground for rubbish, trash, or other waste. All trash, garbage and other waste shall be kept in sanitary containers except as required during trash collection.

3.9 **PETS.** No animals, livestock, (including Vietnamese pot bellied pigs), cattle, horses, goats or poultry (chickens, ducks, turkeys) shall be raised, bred or maintained on any subdivision lot, except that dogs, cats, or other ordinary household pets may be kept, provided that they are not kept, bred, or maintained for commercial purposes. All household pets shall be restrained and/or kept on a leash under control of a responsible person at all times when a pet is outside of a residence. At no time shall a pet be allowed to enter upon any other Lot other than the Lot on which the pet is kept except with the consent of the Lot Owner.

3.10 **RECREATIONAL VEHICLES.** No recreational vehicle shall be used on a lot as a temporary residence, nor shall recreational vehicles be parked on common access roads within the development.

3.11 **NUISANCES.** No lot shall be used in whole or in part for any illegal activity or for the storage of rubbish of any character whatsoever or for the 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; nor shall any substance, thing, or material be kept upon any lot that will emit foul or obnoxious odors or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of the surrounding property.

No automobiles, trucks, or other motor vehicles without a current year's license tag may be placed or allowed to remain on the property. No campers, recreational vehicles, boats, and trailers, or utility trailers shall be left on the premises for more than two (2) weeks without permanent overhead cover.

No motorcycles, trail bikes, three wheeler, dune buggies, or other externally mounted engine vehicles shall be permitted in the development except for entry and exit from the area. All such vehicles shall be properly muffled so as not to disturb the neighborhood.

No noxious or offensive activity will be permitted on any lot, nor shall anything be done on any lot which may be or become an annoyance or nuisance to the neighborhood.

3.12 **SUBDIVISION OF LOTS:** the Developer reserves the right to redraw any and all lot lines prior to the sell of any lot. In the event that a lot is redrawn, a new survey for said lot will be recorded on the deed records of Fannin County, Georgia. No lot may be redrawn after its initial sale by the Developers.

3.13 **MINIMUM SQUARE FOOTAGE:** Each residential dwelling shall contain a minimum of 1200 square feet of heated floor space exclusive of basement or garage area.

**ARTICLE IV
MAINTENANCE OF DEVELOPMENT ROADS AND WELL**

4.1 **DEVELOPMENT ROADS.** No assessment shall be charged by the Developer or any Home Owners Association until two years from the date of closing as to any tracts closed during 2000. Fees as to those lots closed subsequent to 2000 will be determined and levied by the Developer or any Home Owners Association. Until such time, if ever, as the Roads in the development are dedicated to and unconditionally accepted by the appropriate governmental authorities, the developer shall be charged with the maintenance and upkeep of the roads in the development or may subject to the above provisions assess each of the parties hereto covenant and agree to cooperate in the repair, replacement, maintenance and operation of the Private Roads and shall be responsible on a pro rata share for the maintenance and repair of the same.

4.2 **WELL** Community or common wells shall be established for utilization by the various lot owners. Each owner shall have the non exclusive right to obtain water for normal household consumption from the well or wells that will be installed by the Developers. Each of the owners utilizing a well shall be responsible on a pro rated basis for the maintenance and repair of said well. Said easement is a right running with the land and shall inure to the benefit of each lot owner, their heirs and assigns.

**ARTICLE V
EASEMENTS**

5.1 **EASEMENT GRANTS.** The following easements are hereby granted and/or reserved over, across, and through the property.

5.2 **UTILITIES AND PONDS.** Easements for installation and maintenance of utilities are reserved whereby power and water lines, telephone and television cable lines may be installed in or along any roads on the above described property or as directed by the Developers.

5.3 **ROAD INGRESS AND EGRESS.** There is hereby granted to all subdivision lot owners, their heirs, successors, and assigns, a reciprocal easement for ingress and egress across all roadways contained in the subdivision.

5.4 **MORTGAGEE RIGHTS.** An easement is hereby granted to each mortgagee of a lot(s) for the purpose of access to the Property subject to its mortgage.

5.5 **PUBLIC EASEMENTS.** Fire, police, health, sanitation, medical, ambulance and other public service personnel and their vehicles all have a perpetual, non-exclusive easement of ingress and egress over and across all roadways contained in the subdivision for the performance of their respective duties.

**ARTICLE VI
DURATION**

6.1 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 be automatically extended for a successive ten (10) years unless any instrument signed by a majority of the then recorded owners of the land agree to change said covenants in whole or in part, is executed and recorded.


6.2 **BINDING OF HEIRS, ETC.** The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, administrators, executors, legal representatives, successors and assigns. Time is of the essence in each and every provision of these Agreements.



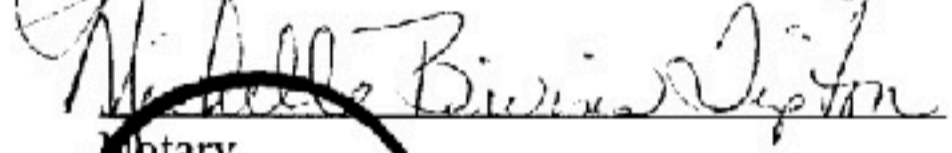
Lamar Lance SEAL



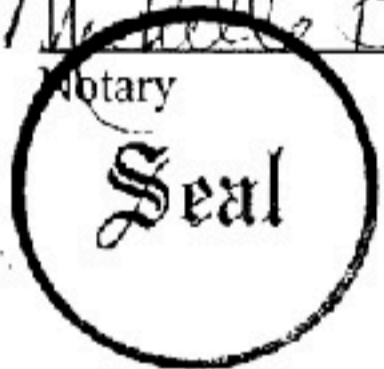
Joey Owenby SEAL



Witness



Notary



Notary Public, Pennin County, Georgia
My Commission Expires June 17, 2008