



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.

14.

DECLARATION OF PROTECTIVE & RESTRICTIVE
COVENANTS FOR FIGHTINGTOWN RAPIDS

STATE OF GEORGIA,
COUNTY OF FANNIN.

1104

THIS DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS,
made and published this 7th day of April, 1989, by FRANKLIN D.
RUSSELL and JON STEPP, hereinafter referred to collectively as
" Owners".

WITNESSETH:

WHEREAS, Owners are the owners and developers of a
subdivision in the County of Fannin and State of Georgia
known as Fightingtown Rapids, and the same being a subdivision of
all those certain lots, tracts or parcels of land, situate,
lying and being in Fannin County, Georgia, and shown and
delineated by a plat of survey of the same being recorded
in Plat Book 22, page 13, in the office of the Clerk of
the Superior Court of Fannin County, Georgia; and

WHEREAS, it is to the best interest, benefit and
advantage of said owners and developers and to the benefit and advan-
tage of each and every person who shall hereafter purchase and
acquire any lot in said subdivision, that certain protective
covenants governing and regulating the use and occupancy of the
same is established, fixed and set forth and declared to be
covenants running with the land.

NOW, THEREFORE, for and in consideration of the
premises and of the benefits and advantages to be derived by
the Owners and developers of said subdivision herein named and
each and every subsequent owner of every lot therein, the said
FRANKLIN D. RUSSELL and JON STEPP, do hereby establish, promulgate
and publish the following protective and restrictive covenants
which shall bind all persons hereafter owning said lots or any
of them. These covenants shall be effective immediately upon
recording of this instrument in the Office of the Clerk of the

Superior Court of Fannin County, Georgia, and shall run with the land and be binding on all persons claiming under and through the owner of said subdivision for a period of 30 years from and after this date, at which time said covenants may be extended, amended or terminated in whole or in part, as hereinafter provided.

1.

Lots shall be used for residential purposes only.

2.

No temporary house, shack, tent or any trailer or mobile home whatsoever, shall be erected or occupied on any lot.

3.

All houses shall be constructed so that no concrete blocks are exposed, or if exposed, shall be stuccoed or otherwise covered so as to be compatible with the general architecture of said residence. The minimum heated living space shall be 800 square feet.

4.

No livestock, poultry or other animals shall be permitted on any lots, with the exception of domesticated house pets, which shall be properly contained and controlled at all times.

5.

The use of trail bikes, motorcycles, three-wheeler, dune buggies or similar type vehicles, if used, shall be used in such manner as to create no disturbances or offensive or obnoxious noises.

6.

All residences located on the subject property must have indoor plumbing. Septic tanks and drainfields must be in compliance with local and state mandated specifications.

7.

All owners taking title to any property subject to this declaration of protective and restrictive covenants for Fightingtown Rapids shall agree to join and become a member of the Fightingtown Rapids property owners association. Said association shall be required to accept legal title to and total responsibility for wells, water systems and roads within the subject property, in the event that any local government authority does not assume responsibility for said roads. The wells, water systems and roads not assumed by a local government authority shall be conveyed to and responsibility therefor assumed by said property owners association at such time as at least one-half of the total lots within said development have been sold.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate said covenants either to restraining violation or to recover damage.

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said FIGHTINGTOWN RAPIDS, by and through its owners, have hereunto set their hands and seals the day and year first above written.

FIGHTINGTOWN RAPIDS,

By: Franklin D. Russell
Franklin D. Russell

By: Jon Stepp
Jon Stepp



Madinda L. Nichols
Angela Stewart Parter
Notary Public

Notary Public, Fannin County, Georgia
My Commission Expires July 1, 1990

GEORGIA, FANNIN COUNTY
CLERK'S OFFICE SUPERIOR COURT
Filed for Record at 11:45 P.M. on
This 13 day of April 1989
Recorded in Book 146 Page 94-96
This 13 day of April 1989
Wm. J. O'Brien
CLERK