



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.

STATE OF GEORGIA

COUNTY OF UNION

DECLARATION OF RESTRICTIVE COVENANTS

The undersigned Southern Appalachian Corporation, A Georgia Corporation, is the owner of Lots No. 1 through 31 of Foxfire Subdivision as per plat of survey by Rochester & Associates, Inc. dated March 24, 1989 and recorded in Plat Book U, Page 205, records of the Clerk of the Superior Court of Union County, Georgia, the description of said property contained in said plat being expressly incorporated herein by reference as the description of the property which is the subject of and encumbered by these restrictive covenants.

Said owner, by these presents, hereby make, declare and impose upon said property the following conditions, restrictions and limitations, which shall be covenants and restrictions running with the land, and shall be binding on said property, the declarants, and each and every subsequent purchaser, their heirs, personal representatives, successors and assigns.

Said owner as declarant hereby declares that Lots 1 through 31 of Foxfire Subdivision, as described in the aforesaid plat of survey, and located in Land Lots 52, 53, 56 and 57 of the 8th District, 1st Section of Union County, Georgia are hereby subjected to the within covenants and restrictions and shall be held, transferred, sold, conveyed, encumbered, used, occupied, and mortgaged subject to this declaration and to these covenants, restrictions, easements, and agreements hereinafter set forth. Every grantee of any interest in any property now or hereafter made subject to this declaration, by acceptance of the deed or other conveyance of such interest, whether or not it shall be so expressed in any such deed or other conveyance, whether or not such deed or other conveyance shall be signed by such person and whether or not such person shall otherwise consent in writing, shall take subject of this declaration and to the terms and conditions hereof and shall be deemed to have assented to said terms and conditions.

The terms, conditions, covenants and restrictions affecting said property are as follows:

1. LAND USE: All lots or tracts shall be used for single family residential purposes only.
2. SUBDIVISION: No lot shall be re-subdivided in lots or tracts which are less than one (1) acre in size.
3. TEMPORARY STRUCTURE: No structure of a temporary character shall be placed upon any portion of the property at any time, for a period longer than 10 days, provided however, that this prohibition shall not apply to shelters used by contractors during the construction of any dwelling. All temporary structures will be removed within one year. No temporary structure may or shall be used as a dwelling or residence, except travel trailer or motor home may be used for vacations until permanent home is constructed, and may remain on property between vacations.
4. DWELLING TYPE: No mobile home, outbuildings, trailers, motor homes, double wide trailers, concrete block houses or relocated older homes or any other similar structure shall be used on any tract for a residence other than a temporary basis, during

discharged into any stream, pond, or lake.

12. **SEWAGE:** Prior to the occupancy of any portion of the property for residential purposes, proper and suitable provisions shall be made for the disposal of sewage by means of a septic tank or connection to a certified sewage treatment facility, and no sewage shall be emptied or discharged into any stream, pond, or lake. All sewage systems must be approved by the County Health Department.

13. **EXTERIOR FINISH:** The exterior of all houses and other structures, site work and landscaping must be completed within one (1) year after construction of the same shall have been commenced. Houses may not be temporarily or permanently occupied until the exterior thereof has been completed. The exterior finish on the siding shall be a material and color that blends with the surroundings and not an offensive or obtrusive color or material. Any clothes line shall be erected so as not to be visible from the main road.

14. **MAINTENANCE OF LOT:** The grounds of each lot (whether vacant or occupied) shall be maintained in a neat and attractive condition.

15. **VEHICLE NOISE:** No motorcycle or other externally mounted engine vehicle shall be permitted to ride along the streets of the subdivision except for the necessary entry and exit of the area. All such vehicles shall be properly muffled so as not to disturb the neighborhood.

16. **CONVEYANCE OF ROAD TO COUNTY:** It is specifically understood and agreed by ownership of any lot in said subdivision that the lot's border runs to the center of the road, but the undersigned developers specifically reserve the right to deed said roadway to the County. Upon conveyance of said roadway to the County by the developers, that deed shall act to divest any and all lot owners of all rights and titles to the portion of their lot in said roadway. By purchasing any lot, buyers agree that these restrictions shall act as a quit-claim of all their right and title to any portion of their lot in the roadway, and further that they will sign any and all documents required by the County.

17. **ROADS:** Upon the sale of 75% of all lots of the subdivision, all roadways shall be turned over to the property owners' association (or to all the owners of the subdivision in the event no association is formed). Thereafter, it shall be the duty of the said owners or property owners' association to maintain all roads within the subdivision. All costs of the road maintenance and upkeep shall be paid for by the Owners and shall be on an equal basis per acre owned. This restriction will not apply if roadway is conveyed to the County.

18. **TERMS:** These covenants and restrictions shall run with said land and shall be binding upon all portions thereof 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) year term, unless an instrument signed by a majority of the then record owners of the land agreeing to change said covenants in whole or in part is executed and recorded. These covenants may sooner be changed at any time by agreement of all of the then owners.

19. **ENFORCEMENT:** Enforcement of the covenants and restrictions contained herein and of any other provision hereof shall be by any appropriate proceeding at law or in equity against any person or persons violating or attempting to violate said covenants and restrictions or provisions, either to restrain violations, to enforce personal liability, or to recover damages, or any other appropriate proceeding at law or in equity against the land to

post office address is P.O. Box 8, Young Harris, Georgia 30582;

WITNESSETH

WHEREAS, the Grantor is the owner of all that certain land situated in Land
lot(s) 56 & 57, 8th District, 1st Section/ Union County
township in said county and state, and more particularly described as follows:

A tract of 36.575 acres, situated on _____ Road,
in _____ Community, Tax Identification Number
_____, and being all that land described in that
certain deed from Rex E. Patton & Denny Patton & Phil Patton
to Southern Appalachian, Inc., recorded in
Deed Book 167, Page 466 on March 29,
19 89, in the office of the Register of Deeds or Clerk of the Court
of Union County. The description of this property contained in
this deed is expressly incorporated herein by reference.

WHEREAS, the Grantor desires to grant to the Cooperative a fifteen
15) foot utility easement on the above-described property for the installation
and maintenance of its electric and power cables and lines; all of which facilities,
other than transformers, special equipment and metering systems, are to be
~~overhead~~ (underground);

NOW THEREFORE, in consideration of \$10.00 and other valuable consideration paid
by the Cooperative, receipt of which is hereby acknowledged, the Grantor does hereby
create and establish a utility easement fifteen feet in width, on the above-
described property, and a connecting utility easement fifteen feet in width
over each and every lot as shown on the plat aforesaid, said easement to run from
the house to be built on each of said lots to a connection utility easement to be
determined during the construction period and to be located and shown on the house
location survey to be made on each and every lot.

FURTHER, in consideration of \$10.00 and other valuable consideration paid by
the Cooperative, receipt of which is hereby acknowledged, the Grantor does hereby
grant and convey unto the Cooperative the exclusive right, privilege and easement
of right-of-way to construct, operate and maintain its respective (overhead
(underground) electric and power cables, lines, wires, accessories and appurtenances
desirable in connection therewith (all of which are hereinafter referred to as
"facilities"), on, upon, under and within the aforesaid fifteen foot utility
easement and fifteen foot connection easement.

The Grantor agrees that in the event the dedicated streets, cul-de-sacs or lots
are changed or relocated at their request, subsequent to the installation of the
utilities of the Cooperative and it is necessary to relocate said lines then the
cost of such relocation shall be at the expense of the Grantor.

The facilities installed hereunder shall remain the property of the Cooperative
and the Cooperative shall have the right to inspect, rebuild, remove, repair, improve,
relocate within the easement above-described, and to make such changes, alterations,
substitutions, additions to or extensions of its respective facilities as it may deem
advisable, including the right to increase the number of poles, wires, cables or
lines; provided, however, that in connection with any such action the Cooperative
shall take reasonable precaution not to damage or move the facilities of any other
utility.

enforce any lien or charge arising by virtue thereof, including any combination of the remedies herein enumerated. The failure of the developers, or any lot owner to enforce any of said covenants or restrictions or other provisions shall in no event be deemed a waiver of the right to do so thereafter, and it is understood and agreed by and between the parties to these covenants that no waiver of a breach of any of the covenants, conditions, restrictions and agreements herein contained shall be construed to be a waiver of any other breach of the same, or other covenants, conditions, restrictions, and agreements; nor shall failure to enforce any one of such restrictions be construed as a waiver of any other restriction or condition.

20. SEVERABILITY: Whenever possible, each provision of this declaration shall be interpreted in such a manner as to be effective and valid, but if any provision of the declaration or the application thereof of any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not effect any other provisions or the application of any provision which can be given effect without the invalid provision or application, and to this end, the provisions of this declaration are declared to be severable.

IN WITNESS WHEREOF, said owners have hereunto set their hands and seals this day of JULY, 1989.

Signed, sealed and delivered
the presence of:

SOUTHERN APPALACHIAN CORP.

R. J. ...
Witness

By: *Calvin F. Allen*
Calvin F. Allen
As President

W. K. ...
Notary Public

ATTEST:

By: *Thomas R. McDonald*
Thomas R. McDonald
As Secretary

SEAL AFFIXED

SEAL

UNION COUNTY, GEORGIA	
Filed	August 1st, 19 89
at	3:45 P.M.
Recorded	August 2nd, 19 89
<i>Allen County</i>	C.S.C.