



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.

001629

PROTECTIVE COVENANTS

THIS DECLARATION OF PROTECTIVE COVENANTS, made and published this 15th day of November, 1986, by WILKINSON-MEFFERT CONSTRUCTION COMPANY, a Florida corporation.

WITNESSETH:

THAT WHEREAS, said corporation is the owner of the development generally known in the community as Fox Run Mountain and being a development of all those lots, tracts, or parcels of land situate, lying and being in the Land Lots 220 & 211, 8th district and 2nd. Section of Fannin County, Georgia more particularly described as follows:

Lots 1 through 67, inclusive, a development consisting of sixty-seven (67) lots as shown on a plat of survey, said plat being recorded in the Superior Court Clerks Office of Fannin County, Georgia in Plat Book 15, Page 79.

WHEREAS, it is to the interest, benefit and advantage

of Wilkinson-Meffert Construction Company, a Florida corporation, and to each and every person who shall hereafter purchase a 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 Wilkinson-Meffert Construction Company, and each and every subsequent owner of any of the lots in said development, Wilkinson-Meffert Construction Company does hereby set up, establish, promulgate and declare the following protective covenants to apply to all of said 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 Wilkinson-Meffert Construction Company, to wit:

514

1. SEWAGE DISPOSAL: a septic tank and proper drain field, in accordance with the standards of the Health Department of the State of Georgia, will be used for sewage disposal for houses 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 outbuilding will be used on any lot at any time as a residence either temporarily or permanently. 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. MOBILE HOME OR MANUFACTURED HOME: No mobile home or manufactured 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 will be built closer to an adjoining subdivision lot than twenty (20) 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 building 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 and water line with all essential clearings 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 erected on said lots, and must be either stuccoed, rocked or bricked.

8. NUISANCES: No noxious or offensive activity will be carried on upon any lot, 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 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 junk, (including old vehicles and discarded appliances), trash, and garbage.

9. NUISANCES: The use of trail bikes, motorcycles, three-wheelers, dune buggies, or similar type vehicles, if used, shall be used in such a manner as to create no disturbances or offensive and obnoxious noise.

10. NUISANCES: Recreational vehicles shall not be used on a lot as a temporary residence nor shall be parked on common accessed roads within the development.

11. ANIMALS: 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.

12. LAUNDRY: The airing, drying, or hanging of laundry shall be prohibited on any lot.

13. FIRE ARMS: No firearms shall be discharged upon any lot.

14. LANDSCAPING: No large trees will be removed from any lot except for those necessary to clear an area for construction of a house or reasonable landscaping.

15. ARCHITECTURAL CONTROL: No structures of any type will be placed upon those 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 way not clearly in the public interest.

516

16. ARCHITECTURAL CONTROL: All construction shall comply with all local and state building controls. The square footage of each structure, not including basement, deckings, porches, or balconies, shall not be less than four hundred eighty (480) square feet. Structure shall be constructed of logs either whole or split, or rough sawn board and shall be in conformance with the general appearance of existing structures with appropriate decks and deckings. No structure may be constructed with plywood siding, aluminum siding, or vinyl siding. No existing building or other structure shall be moved onto any lot. No fencing, other than decorative split rail fencing, shall be allowed.

17. ARCHITECTURAL CONTROL: All remote air conditioner units and garbage container shall be properly screened from general view.

18. SIGNS: No signs, banners, or displays except for reasonable identification of owner and address of the property will be allowed to be visible from the public road on any property.

19. LOT SIZE: No lot shall be subdivided, nor shall more than one (1) house be erected on any one (1) lot, subsequent to the sale of a lot by Wilkinson-Meffert Construction Company.

20. POWER SUPPLY: Electrical power from an electrical power source must be supplied to a lot only by the use of underground cables and lines to any residential structure placed on any of the above lots.

21. EASEMENTS: 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.

22. COMMUNITY ASSOCIATION: Every owner of a subdivision lot known as Fox Run Mountain shall be a member of Fox Run Community Association, Inc., a Georgia

corporation, not for profit, and agrees to abide by its Articles of Incorporation, By-laws, and Rules and Regulations.

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 said covenants either to restraining violation or to recover damages.

Invalidation of any of these covenants by judgement 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 Wilkinson-Meffert Construction Company, by and through its president, have hereunto set its hand and seal, the day and year first above written.

WILKINSON-MEFFERT CONSTRUCTION CO.

By: Craig L. Meffert, its President

Witnesseth:

[Signature]
[Signature]
Notary Public

My commission expires: 11-15-89



GEORGIA, FANNIN COUNTY
CLERK'S OFFICE SUPERIOR COURT

Filed for Record at 11:15 AM on
This 2 day of June 19 87
Recorded in Book 125-513-17
This 2 day of June 19 87

Ray W. Porter
Clerk