



## 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.





LL = LAND LOT  
 LLL = LAND LOT LINE  
 I/PF = IRON PIN FOUND  
 I/PS = IRON PIN SET  
 C/L = CENTERLINE  
 N/F = NOW OR FORMERLY

DEVELOPER:  
 ADERD, INC.  
 JOHN E. ADERD  
 PRESIDENT

24 HOUR CONTACTS:  
 JIM BEARDEN & CHARLIE BONDURANT  
 P.O. BOX 597  
 DAHLONEGA, GA. 30533  
 (706) 864-7879

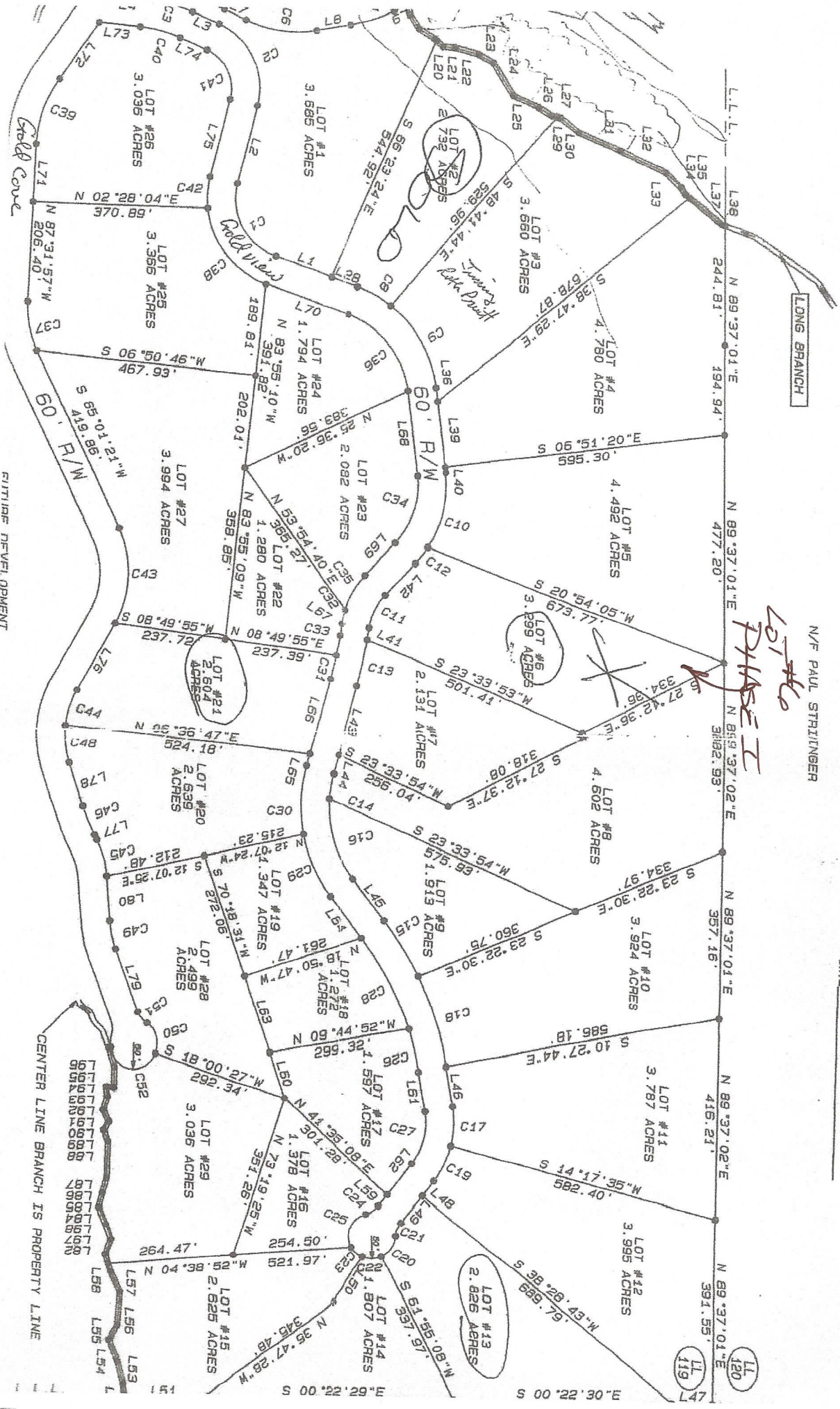
ROBINSON

N/F PAUL STRIINGER

PHASE I

OWNER'S CERTIFICATION:  
 STATE OF GEORGIA, COUNTY OF LUMPKIN.  
 "THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO, IN PERSON OR THROUGH A duly AUTHORIZED AGENT, CERTIFIES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY."  
 BY: Michael Kelly  
 REGISTERED LAND SURVEYOR NUMBER 293.

OWNER \_\_\_\_\_  
 DATE \_\_\_\_\_



FUTURE DEVELOPMENT



Phase II

STATE OF GEORGIA  
COUNTY OF LUMPKIN

RESTRICTIVE COVENANTS: ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 119 in the 11<sup>th</sup> District, originally of Hall, and now of Lumpkin County, Georgia, consisting of a total of 86.92 acres, more or less, and being designated as Phase II; and being more fully described and delineated according to a Plat of Survey prepared December 2, 1999, by C. C. Davis, Jr., Georgia Registered Surveyor, which is recorded in the Clerk's Office of the Lumpkin County Courthouse in Plat Cabinet 1, Slide 59, Plat pages 171-175, Lumpkin County Records, and which is incorporated by reference herein.

WHEREAS, the undersigned GOLD COVE DEVELOPMENT CORPORATION, a Georgia Corporation, is the Owner and Developer of the above referenced property, and whereas the said Developer desires to restrict said property in a consistent manner with all the property described herein;

NOW THEREFORE, the said Developer has hereto bound itself, its successors and assigns that the following restrictive covenants shall apply and run with the land described above.

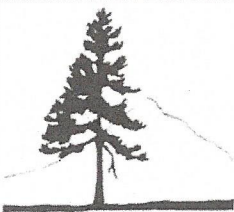
1. There shall be no Commercial Business of any type conducted on any portion of the property other than in-home type of business.
2. No mobile or modular factory built type homes and no moved in type houses of any type will be allowed in the Property as a temporary or permanent residence. No campers or camper type vehicles will be allowed as a residence either as a temporary or permanent residence.
3. All parcels shall be restricted to the construction of a single-family detached dwelling with a detached or attached garage with a minimum of two bays, and with a minimum of 1,800 square feet of heated area for the main floor and a minimum of 600 square feet of heated area for a second story level. A basement is not counted in these area requirements, whether finished, or not finished. The front area of all structures shall be planted with appropriate shrubbery, and generally landscaped. The Owner/Developer may use lots from time to time to construct a model home to facilitate the sale of lots and homes that may be built thereon, and which will subsequently be sold as a residence.
4. All dwellings shall be completed in a timely manner from the date of beginning and shall be completed within a one year period from start to finish. No basement or incomplete house shall be occupied as a residence. All driveways must be paved with asphalt or concrete type material prior to regular occupancy.
5. No animals, i.e., hogs, poultry, horses, cows, goats, etc. may be housed on the Property. No noxious odors of any kind may emanate from any domestic pets, or other sources, from the Property, and no animals of any kind may be raised for commercial purposes.
6. No commercial garages or repair shops of any kind are permitted on the Property.
7. No junk or inoperable vehicles, machinery, equipment, construction material, pipes, etc. will be permitted to remain on any property after the one year maximum construction period. The property must be kept in a neat and orderly manner at all times subsequent to substantial completion.

8. Gold Cove Development Corporation, as the Owner and Developer, or its designated agent, must approve in writing the plans and specifications for each Lot Owner's structure to be built on the Property in this Phase II. All Lot Owners are required to submit reasonably complete architectural plans and specifications to the Owner/Developer for written approval, and no construction may begin until such approval is given in writing. If the Owner/Developer does not respond within 60 days of the Lot Owner's submittal, then the plans and specifications shall be deemed approved. Lot Owners must submit \$500 to the Owner/Developer with the plan submittal to cover the cost of such review. This fee may be adjusted periodically to reflect the costs involved with plan review. The Owner/Developer reserves the right to amend these covenants, or make exceptions to them, as in its sole judgement may facilitate the quality, orderly, timely and cost effective development of the Property, until all of the lots are sold by the Owner/Developer. Any such amendment that imposes a greater restriction on the use or development of any lot previously sold by the Owner/Developer shall not be enforced against the owner of such lot unless agreed to in writing by such lot owner at the time such amendment is made.
9. These Restrictive Covenants shall run with the land and bind all subsequent owners of the land for a Period of 20 years. Thereafter, they shall automatically be renewed, unless 75% of the property owners modify, or abolish them by a recorded vote of the owners.

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End of Restrictive Covenants for Gold Cove Phase II.





## SELLER'S PROPERTY DISCLOSURE STATEMENT (LOT/LAND) EXHIBIT " \_\_\_\_\_ "



2017 Printing

This Seller's Property Disclosure Statement ("Statement") is an exhibit to the Purchase and Sale Agreement with an Offer Date of \_\_\_\_\_ for Property known as or located at:

Gold Cove Development Corp., Dahlonega Georgia 30533

This Statement contains Seller's disclosures to Buyer regarding the present condition of the Property, certain past repairs and the history of the Property.

**A. INSTRUCTIONS TO SELLER IN COMPLETING THIS DISCLOSURE STATEMENT.** In completing this Disclosure Statement, Seller agrees to:

- (1) answer all questions in reference to the Property (which, unless otherwise noted, shall include the improvements thereon);
- (2) leave no question unanswered;
- (3) answer all questions fully and accurately based upon the best knowledge and belief of all Sellers in the Lot/Land Purchase and Sale Agreement;
- (4) fully explain in the Additional Explanations paragraph any questions to which the answer is "yes" or "don't know" referencing the number of the question for which the additional explanation is being given; and
- (5) promptly revise the Statement and provide a copy of the same to the Buyer and any Broker involved in the transaction if prior to closing there are any material changes in the answers to any of the questions.

**B. HOW THIS STATEMENT SHOULD BE USED BY BUYER.** The answers of Seller below should not be a substitute for Buyer conducting a careful, independent evaluation of the Property. Caveat emptor or buyer beware is the law in Georgia. Buyer is expected to use reasonable care to identify defects in the Property and satisfy herself or himself that the Property is suitable for Buyer's needs and purposes. If an independent evaluation of the Property reveals potential problems or areas of concern that would cause a reasonable buyer to investigate further, Buyer may not have legal recourse if Buyer fails to investigate further.

**C. DISCLOSURES.**

	<u>Yes</u>	<u>No</u>		<u>Don't Know</u>
<b>1. OCCUPANCY:</b>				
(a) Is the Property vacant?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
If yes, how long has it been since Seller occupied the Property? <u>na</u>				
(b) Is the Property or any portion thereof leased?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>2. COVENANTS, FEES AND ASSESSMENTS:</b>				
(a) Is the Property subject to a recorded Declaration of Covenants, Conditions and Restrictions ("CC&Rs") or other similar restrictions?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(b) Is the Property part of a condominium or community in which there is a homeowners' association? [IF YES, SELLER IS INSTRUCTED TO ADDITIONALLY FILL OUT AND PROVIDE TO BUYER A COMMUNITY ASSOCIATION DISCLOSURE EXHIBIT, GAR FORM 123].	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>3. THE PROPERTY:</b>				
(a) How many acres are in Property? _____				
(b) What is the current zoning of Property? _____				
(c) Will conveyance of Property exclude any mineral, oil and timber rights?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
(d) Are there any governmental allotments committed?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
(e) Have any licenses or usage permits been granted for, but not limited to, crops, minerals, hunting, water, grazing or timber?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>4. SOIL, TREES, SHRUBS AND BOUNDARIES:</b>				
(a) Is there any fill dirt on Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
(b) Are there any landfills (other than foundation backfill), graves, burial pits, caves, mine shafts, trash dumps or wells (in use or abandoned)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
(c) Is there now or has there ever been any visible soil settlement or movement?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
(d) Is any part of Property located in a 100 year Special Flood Hazard Area where there is at least a 1% chance of a flood in any given year?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
(e) Are there any drainage or flooding problems on Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
(f) Are there any diseased or dead trees?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
(g) Are there presently any encroachments, unrecorded easements or boundary line disputes with a neighboring property owner?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

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Yes	No	Don't Know
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**5. TOXIC SUBSTANCES:**

- (a) Are there any underground tanks or toxic or hazardous substances such as asbestos? \_\_\_\_\_  \_\_\_\_\_
- (b) Has Property ever been tested for radon or any other environmental contaminates? \_\_\_\_\_  \_\_\_\_\_

**6. OTHER MATTERS:**

- (a) Have there been any inspections in the past year?  
If yes, by whom and of what type? \_\_\_\_\_ \_\_\_\_\_  \_\_\_\_\_
- (b) Are there any violations of local, state or federal laws, codes or regulations with respect to Property? \_\_\_\_\_  \_\_\_\_\_
- (c) Have you received notices by governmental or quasi-governmental agency affecting Property? \_\_\_\_\_  \_\_\_\_\_
- (d) Are there any existing or threatened legal actions affecting Property? \_\_\_\_\_  \_\_\_\_\_
- (e) Is there any system or item on Property which is leased or which has a fee associated with its use? \_\_\_\_\_  \_\_\_\_\_
- (f) Are there any private or undedicated roadways for which owner may have financial responsibility? \_\_\_\_\_  \_\_\_\_\_
- (g) If Property is served by well water, is the well on Property? \_\_\_\_\_  \_\_\_\_\_
- (h) Has the Property been enrolled in a Conservation Use Program?  
If yes, when was the Property enrolled? \_\_\_\_\_ \_\_\_\_\_  \_\_\_\_\_
- (i) Are there any other latent or hidden defects that have not otherwise been disclosed? \_\_\_\_\_  \_\_\_\_\_

**7. AGRICULTURAL DISCLOSURE:**

Is Property within, partially within, or adjacent to any property zoned or identified on an approved county land use plan as agricultural or forestry use? \_\_\_\_\_  \_\_\_\_\_

It is the policy of this state and this community to conserve, protect, and encourage the development and improvement of farm and forest land for the production of food, fiber, and other products, and also for its natural and environmental value. This notice is to inform prospective property owners or other persons or entities leasing or acquiring an interest in real property that property in which they are about to acquire an interest lies within, partially within, or adjacent to an area zoned, used, or identified for farm and forest activities and that farm and forest activities occur in the area. Such farm and forest activities may include intensive operations that cause discomfort and inconveniences that involve, but are not limited to, noises, odors, fumes, dust, smoke, insects, operations of machinery during any 24 hour period, storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, herbicides, and pesticides. One or more of these inconveniences may occur as the result of farm or forest activities which are in conformance with existing laws and regulations and accepted customs and standards.

**8. UTILITIES:**

Seller warrants that the following utilities serve Property. (The term "serve" shall mean: the indicated utilities and services are available and functional at the property line.) Check (✓) only those utilities below that are included in the sale of Property. [The utilities listed below that are not checked do not serve Property.]

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Electricity | <input type="checkbox"/> Public Sewer       |
| <input type="checkbox"/> Natural Gas            | <input type="checkbox"/> Public Water       |
| <input checked="" type="checkbox"/> Telephone   | <input type="checkbox"/> Private/Well Water |
| <input type="checkbox"/> Cable Television       | <input type="checkbox"/> Shared Well Water  |
| <input type="checkbox"/> Garbage Collection     | <input type="checkbox"/> Other _____        |

**9. ADDITIONAL EXPLANATIONS FOR ALL QUESTIONS ANSWERED "YES":** [Explanations should reference the number of the question for which more detailed information is being provided.]

5. Copy of Covenants are held by Sellers Realty of Dahlonega.

Additional pages  are or  are not attached.

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**SELLER'S REPRESENTATION REGARDING SELLER'S LOT/LAND PROPERTY DISCLOSURE STATEMENT:**

Seller represents that Seller has followed the Instructions to Seller in Completing This Disclosure Statement set forth in Paragraph A above and will follow the same in updating this Disclosure Statement as needed from time to time.

Seller: D. Cusley for Gold Cove Development Corp Date: 11.1.17  
Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Additional Signature Page  is  is not attached.

**RECEIPT AND ACKNOWLEDGMENT BY BUYER:**

Buyer acknowledges the receipt of this Seller's Lot/Land Property Disclosure Statement.

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_  
Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Additional Signature Page  is  is not attached.

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