



## 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.

PROTECTIVE COVENANTS

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THIS DECLARATION OF PROTECTIVE COVENANTS, made and published this 7th day of January, 1966 by WILLIAM L. TUCK and BARBARA J. TUCK of the County of Fannin, State of Georgia;

WITNESSETH:

THAT WHEREAS, the undersigned are the owners of property located in the development generally known in the community as LAKE FOREST and being a development of all those lots, tracts or parcels of land situate, lying and being in the 8th District and 2nd Section of Fannin County, Georgia and being part of Land Lot No. 275 and 276 and being shown on a plat and survey made by Dugger P. Kiker, Georgia Registered Land Surveyor No. 1551, said plat being recorded in Plat book 13, page 116, and Plat book 13, page 169, in the office of the Clerk of the Superior Court, Fannin County, Georgia, and being more particularly described by the following lot numbers:

9, 10, 11, 12, 14, 15, 17, 18, 19, 20, 21, 22, 23, 24, 29, 33, 52, 53, 54, 56, 57, 59, 60, 61 & 62.

WHEREAS, it is to the interest, benefit and advantage of the undersigned property owners, and to each and every person who shall hereafter purchase any 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 the undersigned and each and every subsequent owner of any of the lots in said development, the undersigned do 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 the undersigned, to-

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with:

ONE: LAND USE AND BUILDING TYPE

No lot shall be used for any purpose other than residential use. The building plans for all houses constructed must be submitted to and approved by the undersigned developers, WILLIAM L. TUCK and BARBARA J. TUCK, prior to any construction activity. All structures must be enclosed and roofed within one (1) year from the commencement of construction. No structure of a temporary character, such as a mobile home, trailer, basement, tent, camper, recreation vehicle, bus or shack shall be allowed on said property for use as a residence. However, structures of temporary character may be used for a maximum period of one (1) year coincided with the one (1) year during which residence construction is in progress; then any and all temporary structures must be removed.

The term "residential purposes" shall not exclude the use of said property for gardening and maintaining pets. Hunting is prohibited on said land. This prohibition shall not restrict an owner from legally shooting animals on his own land if they are creating a nuisance or destroying crops or trees.

TWO: NUISANCES

NO activity shall be carried on upon any lot which would contribute an unreasonable and substantial interference with the use and enjoyment of the lot by the residential owner thereof.

THREE: GARBAGE AND REFUSE DISPOSAL

No part of any lot shall be used or maintained as a dumping ground for rubbish or garbage. Trash, garbage and other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

FOUR: SEWAGE DISPOSAL

All sewage disposal systems placed on each lot shall be located and constructed in accordance with the requirements and standards and recommendations of the Health Department of the State of Georgia.

FIVE: EASEMENTS

Easements for the installation and maintenance of roads have

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been reserved as follows:

(a) Road right of way easement is reserved twenty feet from the centerline of all present roads for future road improvement.

SIX: EASEMENTS

Easements for the installation and maintenance of utilities are reserved for the following described areas:

(a) Twenty feet from the centerline of all roads.

(b) Twenty feet on each side of all lot boundary lines.

Easements for drainage facilities are reserved twenty feet from the centerline of all roads.

SEVEN: ENFORCEMENT

Enforcement of these Covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

EIGHT: BREACH

It is expressly provided that a breach of any of the Protective Covenants or conditions herein set out shall not defeat or render invalid the lien of any mortgage, security deed or deed of trust, made in good faith and for value as to the said premises, or any part thereof; but said Protective Covenants and conditions shall be binding upon and effective against any owner of any lot or lots within said subdivision whose title thereto is acquired as a result of foreclosure, sale under power, trustee's sale, or otherwise, as to the ownership and use by any owner who so acquires title.

NINE: SEVERABILITY

Invalidation of any one of these Covenants by judgment or Court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned property owners have executed these presents the day and year first above written.

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William L. Tuok  
William L. Tuok

Barbara J. Tuok  
Barbara J. Tuok

Witness  
Witness

Shonda Mitchell  
Notary Public



Notary Public, Fannin County, Georgia  
My Commission Expires 1/22/2009

GEORGIA, FANNIN COUNTY  
CLERK'S OFFICE SUPERIOR COURT  
Filed 10:45 AM of  
Jan 9 2006  
Record # 109 99-102  
109-102  
Ray W. Paster  
Clerk

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