

REFERENCE
DELETED BOOK 552
PAGE 454-55

PROTECTIVE COVENANTS

THIS DECLARATION OF PROTECTIVE COVENANTS, Made and published this 16th day of July, 1984, by GEORGIA MOUNTAIN STREAMS LAND COMPANY, a general partnership, consisting of C. ANTHONY WALDEN, DAVID D. TAMMEN and JERRY D. TAMMEN, of the County of Fannin, State of Georgia.

WITNESSETH:

THAT WHEREAS, said partnership is the owner of the development generally known in the community as LAUREL CROSSING on FIGHTINGTOWN 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 a part of Land Lots Nos. 254, 255, 286, 287 and 290, and shown on a survey and plat of the LAUREL CROSSING on FIGHTINGTOWN Development made by Lane S. Bishop, Georgia Registered Land Surveyor No. 1575, dated June, 1984, said plat being recorded in Plat Book 13, page 133, in the office of the Clerk of the Superior Court of Fannin County, Georgia.

WHEREAS, it is to the interest, benefit and advantage of GEORGIA MOUNTAIN STREAMS LAND COMPANY, 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 GEORGIA MOUNTAIN STREAMS LAND COMPANY, and each and every subsequent owner of any of the lots in said development; said GEORGIA MOUNTAIN STREAMS LAND 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 GEORGIA MOUNTAIN STREAMS LAND COMPANY, to-wit:

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 (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 clearing 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 thereof 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 any junk, (including old vehicles and discarded appliances), trash, and garbage.

9. 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.

10. ARCHITECTURAL CONTROL: No structure 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.

11. ARCHITECTURAL CONTROL: All construction should comply with all local and state codes and be of reasonable architectural design.

12. 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.

13. 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 GEORGIA MOUNTAIN STREAMS

LAND COMPANY.

14. 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.

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 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 said GEORGIA MOUNTAIN STREAMS LAND COMPANY, by and through its general partners, have hereunto set its hand and seal, the day and year first above written.

GEORGIA MOUNTAIN STREAMS LAND COMPANY, a general partnership.

By: C. Anthony Walden
C. Anthony Walden, General Partner

By: David D. Tammen
David D. Tammen, General Partner

By: Jerry D. Tammen
Jerry D. Tammen, General Partner

Witness:

Angela L. Stewart
[Signature]
Notary Public 3/14/88

As to the signature of C. Anthony Walden, General Partner

Witness: Angela L. Stewart
[Signature]
 Notary Public 3/20/88

As to the signature of David D. Tammen, General Partner

Witness:
Angela L. Stewart
[Signature]
 Notary Public 3/24/88

As to the signature of Jerry D. Tammen, General Partner

GEORGIA, FANNIN COUNTY
 CLERK'S OFFICE SUPERIOR COURT
 Filed for Record at 3 o'clock PM on
 This 8 day of Aug 19 84
 Recorded in Book 95 Folio 384-88
 This 8 day of Aug 19 84
[Signature]
 CLERK