



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.

196

RETURN RECORDED DOCUMENT TO:

G. William Little, III, P.C.
P.O. Box 2670
Blue Ridge, GA 30513

2108

(Recording Information)

CLERK'S OFFICE SUPERIOR COURT
FILED FOR RECORD 3/26/98
AT 9:50A.M. RECORDED 3/26/98
BOOK 287 PAGE 196-98
John W. Chastain
CLERK OF SUPERIOR COURT

7th District, 1st Section
Land Lot #35

STATE OF GEORGIA
COUNTY OF FANNIN

**DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS FOR MAJESTIC MOUNTAINS**

This Declaration of Covenants, Restrictions and Easements for Majestic Mountains is made this 26 day of March, by Ronald R. East and David T. East (hereafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the fee simple owner of all that tract or parcel of land lying and being in Fannin County, Georgia, and being more particularly described below with any additional property added hereto by amendment (hereinafter referred to as the "Submitted Property"), said property being:

All that tract or parcel of land lying and being in the 7th District and 1st Section of Fannin County, Georgia, and being a part of Land Lot No. 35 and being more particularly described as Lot No(s). 1-12 of Majestic Mountains (Phase I), as shown on a survey and plat made of the above described property, prepared by Lane S. Bishop, G.R.L.S. No. 1575, dated October 10, 1996, said plat being recorded in Plat Hanger 394, Page 1-2, in the Office of the Clerk of the Superior Court for Fannin County, Georgia. Said recorded plat is hereby made a part of this deed by reference thereto for a more complete description of the above described property.

Said property is conveyed subject to all easements, restrictions, and rights of ways as set forth on said recorded plat or as appearing of record.

WHEREAS, Declarant desires to enhance the value and provide for the uniform development of the Subdivision;

NOW, THEREFORE, the Declarant hereby declares that the Submitted Property shall be held, conveyed, encumbered, used, occupied, and improved subject to the following additional covenants, restrictions and easements, all of which are in furtherance of a plan for subdivision, improvement and sale of real property and every part thereof. The covenants, restrictions and easements set forth herein shall run with the land and shall be binding on all parties having or acquiring and right, title or interest therein or thereto, and shall, subject to the limitations herein provided, inure to the benefit of each "Owner" (as hereinafter defined), his heirs, successors, and assigns.

**DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS FOR MAJESTIC MOUNTAINS**

1. All Lots shall be used for residential purposes only and no business or business activity shall be carried on upon any Lot at any time.
2. No inoperative cars, motorcycles, trucks, or other types of vehicles shall be allowed to remain either on or adjacent to any Lot for a period in excess of forty-eight (48) hours; provided, however, that this provision shall not apply to any such vehicle being kept in an enclosed garage. There shall be no major repair performed on any motor vehicle on or adjacent to any Lots in the subdivision. All vehicles shall have current license plates.

3. No mobile, modular, prefab home or homes constructed in whole or in part off of any Lot will be allowed on any Lot. No structure of a temporary nature shall be used as a residence either temporarily or permanently (including but not limited to trailers, basements, tents, shacks, garages, or barns).
4. No structure shall draw power from a temporary pole except for a temporary pole necessary for the construction of a permanent home. Power shall be hooked up permanently.
5. Any outbuilding built shall have regular siding, in order to better blend in with surrounding buildings.
6. Not more than one single-family dwelling shall be erected on any lot. Dwellings shall not contain less than 750 interior square feet of finished heated and cooled living areas, exclusive of open porches, unfinished basements, porta coheres, garages, carports and breezeways. Two-story dwellings shall not contain less than 750 interior square feet of finished heated and cooled living areas on the first floor exclusive of open porches, unfinished basements, porta coheres, garages, carports, and breezeways.
7. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes. Such household pets must not constitute a nuisance or cause unsanitary conditions.
8. No noxious, offensive or illegal activities shall be carried on upon any lot, nor shall anything be done thereon which is or may become any annoyance or nuisance to other owners.
9. No sign of any kind shall be displayed to the public view on any lot except such signs as comply with the provisions hereof. Builders may display such signs as are normally utilized to advertise the property during the construction and sales period. After an Owner closes his purchase on any lot in the subdivision, the only signs permitted on his lot will be: (a) a professionally prepared sign for identification purposes (not more than one square foot in area); and (b) a single sign to rent or sell said lot of a type used by Brokers in the area, with the usual wording, such sign to be no more than four square feet in size. In the event any such sign is unsatisfactory, the sign will be removed. These limitations shall apply to signs of all types, including banners, signs on cloth, paper, cardboard or other materials.
10. Except during the construction of permanent improvements thereon, no Owner shall excavate or extract earth from any lot for any business or commercial purpose or otherwise. No elevation changes shall be permitted which materially affect surface grade of surrounding lots.
11. Driveways shall be maintained in good order.
12. Garbage and trash - No trash, garbage, or other waste material or refuse shall be placed or stored on any Lot except in covered sanitary containers. All such sanitary containers must be stored in each home, or within an enclosure designed therefor, which must be at least five (5) feet from any Lot line.
13. Trailers and Commercial Vehicles - No parking of any house or travel trailer, truck (excluding pickup truck), camper, tent, or other similar vehicle, outbuilding, or structure shall be placed on the property at any time for a period exceeding (48) hours. No industrial, commercial or farm equipment or vehicles, including without limitation dump trucks, moving vans, step vans, buses and lowboy trailers, shall be allowed to park or remain on the Property, except for so long as necessary for use in connection with ongoing construction.
14. Outdoor lighting - All outdoor lighting shall be so shaded and directed such that the light therefrom is directed to fall only on the same premises where light sources are located.
15. One storage building 10x10 or less may be constructed on each lot. Materials used shall be compatible with the cabin (i.e. shingle color, stain color and wood such as log or pine lap siding).
16. No galvanized tin or aluminum color roof may be used. Colored metal roofs are permissible.

198

DURATION AND AMENDMENT

This declaration and the restrictions contained herein shall run with and bind the submitted property for a period of twenty years from and after the date when this declaration is filed for record with the Clerk of the Superior Court of Fannin County, after which time this declaration and the restrictions shall be automatically renewed for successive periods of ten years; provided, however, that after the end of the said twenty year period and during any ten year renewal period (but only during such renewal period), this declaration and the restrictions contained herein may be terminated by an instrument executed by 2/3 of the lot owners and recorded in the Office of the Clerk of the Superior Court of Fannin County, Georgia, or in such other place of recording as may be appropriate at the time of the execution of such instrument.

MISCELLANEOUS

1. Severability - A determination by a court that any provision hereof is invalid for any reason shall not affect the validity of any other provision hereof.
2. Constructive Notice - Each owner, by his acceptance of a deed or other conveyance of a lot, acknowledges for himself, his heirs, legal representatives, successors and assigns, that he is bound by the provisions of this declaration, including, but not limited to, the easement provisions for all homeowners provided in this document.
3. Binding Effect - This declaration shall be binding upon the undersigned, its heirs, administrators, successors and assigns. Said declaration shall run with the title to the property described above and any subsequent property that is added hereto by amendment.

IN WITNESS WHEREOF, the declarant has hereunto set its hand and seal as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Ronald R. East
RONALD R. EAST

David T. East
DAVID T. EAST

Sharon L. East
Witness

[Signature] (SEAL)

