



## 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.

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CROSS REFERENCES  
Deed Book 372  
Page 170-76

DOSS AND DOSS ATTORNEYS AT LAW  
P. O. BOX 1277  
BLUE RIDGE, GEORGIA 30513

GEORGIA, FANNIN COUNTY  
CLERK'S OFFICE SUPERIOR COURT  
FILED FOR RECORD 11/1/2000  
AT 4:40P M RECORDED 11/1/2000  
BOOK 372 PAGE 170-76  
*John W. Clayton*  
CLERK OF SUPERIOR COURT

8167

**DECLARATION OF RESTRICTIONS, LIMITATIONS, AND  
COVENANTS RUNNING WITH THE LAND FOR  
MT. PISGAH PHASE I, II, III, and IV**

WHEREAS, Mt. Pisgah, LLC, the holder of the legal title to the below listed property known as Mt. Pisgah Phase I, II, III, and IV said tracts being located in the 9<sup>th</sup> District and 2<sup>nd</sup> Section of Fannin County, Georgia and being as follows:

**PHASE I**

All that tract or parcel of land lying and being in the 9<sup>th</sup> District and 2<sup>nd</sup> Section of Fannin County, Georgia, and being a part of Land Lot No. 266 and being more particularly described as Lot Numbers 1, 2, 3, and 4 of Mt. Pisgah Phase I Subdivision as shown on a survey and plat made of the above described property, that was prepared by Lane S. Bishop, Georgia Registered Land Surveyor No. 1575 dated the 6<sup>th</sup> day of October, 1999. Said plat is recorded in Plat Hanger C-56, page 3-4, 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.

**PHASE II** - to be added by amendment.

PHASE III - to be added by amendment.

PHASE IV - to be added by amendment

The purpose of the following restrictions and covenants is to ensure the use of said realty by the Owners, to prevent the impairment of the attractiveness of said realty, and to maintain the described character of the community, and thereby to secure each present or future owner, the full benefit and enjoyment of their property. The restrictions and restrictive covenants hereinafter set out are to run with the land and shall be binding upon all parties and persons owner lots or acreage in Mt. Pisgah Phase I, II, III, and IV.

If the owners of such lots or acreage or any of them, or their heirs, successors and assigns shall violate any of the covenants hereinafter set out, it shall be lawful for any other person owning real property situated in said property to prosecute any proceedings at law or in equity against the person or persons violating any of such covenants and either to prevent him from so doing or to recover damages for such violations, or both. Invalidation of any of these covenants by judgement or otherwise shall in no way affect any of the provisions which shall remain in full force and effect.

1. After the conveyance of a lot or tract by Mt. Pisgah, LLC, no lot or tract shall be subdivided into another lot, except said lot or tract be 3 acres or more and the divisions may not be less than 1.5 acres.
2. All lots are for single family residential purposes only. Only one residence shall be erected on any one lot.
3. No house trailers, mobile homes, double wide trailers, relocated older homes at any time except for construction purposes during the construction period. This is meant not to exclude a persons boat trailers, utility trailers, or camper from being maintained at their home in a neat and orderly manner.
4. When the construction of any building is once begun, work thereon must proceed diligently and must be completed on the outside within 6 months from the start thereof and totally completed within 12 months.
5. No outbuilding, garage, shed, tent, trailer, or temporary building of any kind shall be erected prior to commencement of the erection of a residence, as is permitted hereby, and not outbuilding, garage, shed, tent, travel trailer, basement, or temporary building shall be used for permanent or temporary residence purposes; provided that this paragraph shall not be deemed or construed to prevent the use of a temporary construction shed, or trailer during the period of actual

construction of any residential structure on such property, or the use of adequate sanitary toilet facilities for workman which may be provided during such construction.

6. Each single family residence shall be constructed with at least 1000 square feet of heated living space.
7. No animals, birds, or fowl shall be kept or maintained on any part of the property, except ordinary household pets (e.g. dogs, cats, pet birds) which may be kept thereon in a reasonable number of pets for the pleasure and use of the occupants but not for any commercial use of purpose. Owners shall insure that no pet becomes a nuisance within the community.
8. No lot shall be used in whole or in part for any illegal activity or for the storage of rubbish of any character or for the storage of any property or thing that will cause such lot to appear in any unclean or untidy condition or that will be obnoxious to the eye; or shall any substance, thing or material be kept on any lot that will emit foul or obnoxious odors or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of the surrounding property. Also no automobiles, trucks, or other motor vehicles without a current years license tag may be placed on the property.
9. No building or any part thereof, including garages or porches shall be erected on any lot closer than 20 feet to the line bordering any road, or closer than 15 feet to either side lot line. Where two, or more lots are acquired as a single building site, the lot shall refer only to the lot lines the adjoining property owner.
10. Exterior finish must be of permanent type such as brick veneer, Masonite, wood siding, log house, and other architecturally compatible dwelling type. The exterior finish on the siding shall be a material and color that blends with the surroundings. No building may be constructed of concrete or other block, unless stuccoed. It is the intent and purpose of this restriction to insure that all dwellings shall be of "quality" workmanship and materials.
11. No motorcycles or other externally mounted engine vehicle shall be permitted in the development except for the entry and exit from the area. All such vehicles shall be properly muffled so as not to disturb the neighborhood.
12. No signs of any type shall be displayed to public view on any portion of said property except one sign advertising the property for sale, or a temporary builder sign. Said sign shall not be any larger than 36"x36". An exception shall be that the owner, Anthony Walden, of said property shall be allowed larger "For Sale" signs for the initial sale of the property. All such signs shall be professionally lettered and neatly installed.

13. The grounds of each lot (whether vacant or occupied) shall be maintained in a neat and attractive condition.
14. There is created contemporaneously herewith Mt. Pisgah Associations, Inc. (The Association) into which is hereby quit claimed, transferred and conveyed all roadways, common areas, and common amenities and utilities. Lots in Mt. Pisgah shall be included in and subject to the Association. Also created by the Association is an escrow account for deposit by the lot owners of funds on a pro-rata basis for maintenance and repair of roads, common areas, and utilities. Maintenance costs and voting rights of members of the association shall be allocated and apportioned with each lot owner contributing or voting their share according to lot ownership. All decisions shall be made by majority vote with each lot allotted one vote.
  - a. Each lot owner in Mt. Pisgah shall be deemed to be a member of the home owner's association.
  - b. Each lot owner shall have one vote per lot in all transactions and business of the association.
  - c. The Association shall have the authority to make assessments and to levy against any property owner who fails to pay an assessment when due.
  - d. Any notice of lien shall be filed on the deed records as maintained in the office of the Clerk of the Superior Court for Fannin County, Georgia.
  - e. Any lien placed against a tract of land shall be perpetual in nature and viewed in the same legal stance as a utility lien.
15. It is explicitly understood by the lot owners that damage to roads in Mt. Pisgah caused directly by ongoing construction of a particular owner shall be the responsibility of the said owner to repair. Said damage would include that caused by irresponsible use and loading machinery and materials during adverse conditions.
16. There are hereby reserved for the purpose of installing and maintaining utility facilities and for such other purposes incidental to the development of the property, easements along the roads and lot lines. All claims for damages, if any arising out of the construction, maintenance, and repair of utilities or on account of temporary or other inconveniences caused thereby against owner or any of its agents or servants are hereby waived by the lot owners.
17. No new roads shall be built across any lot for the purpose of connecting with the interior roads of Mt. Pisgah.

18. Before construction may begin, the lot owner shall contact the Fannin County Health Department to get approval of the location of construction.
19. 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 activity will be done, carried on, suffered, or permitted upon any lot or common area, nor will any lot or common area be used for any illegal purpose.
20. All roads in Mt. Pisgah are private and sole responsibility of the Home Owners Association and will not now or in the future be the responsibility of Fannin County.
21. These covenants and restrictions shall run with said land and shall be binding upon all portions and all persons claiming them for a period of 25 years from dated at which time said covenants shall be automatically extended for a successive 10 years unless an instrument, signed by a majority of the then recorded owners of the land agree to change said covenants in whole or in part, is executed and recorded. These covenants may sooner be changed at anytime if all of the then owners agree.
22. No lot shall be stripped of all its trees and any owner wishing to cut trees off their lot after conveyance must contact the Developer first to insure no adverse effect to any other lot.
23. The owner/developer shall install a well and/or water system for said development and will run water lines in said development. The owner/developer will establish with the owner of the lot if the specific lot can be serviced by the water system; and
24. The owner/developer covenants and agrees to furnish water under adequate pressure and in an adequate amount for reasonable residential consumption to the purchasers of the lots of the developer specifically identified by the owner/developer as being able to obtain water from the community water agreement until such time as owner/developer has sold all of the lots in the development. Seller agrees to keep the well, pumps and those pipes and lines. Purchaser shall be responsible for the maintenance and repair of all lines which lead from the main water line across his lot as to his house.
25. Each individual owner shall be responsible for the installation and maintenance of any filter or filtration system deemed desirable or necessary by the individual lot owner.
26. Nothing contained in this agreement shall be construed as enlarging the liability of

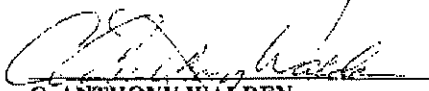
the owner/developer for personal injuries to Purchasers and members of the purchasers family or any other persons and owner/developer shall be liable for such injuries only if seller is negligent and such negligence shall be determined without regard to the provisions of this agreement.

- 27. Lot owner agrees to pay \$20.00 per month for the water service. The monthly rate is subject to change. Said fee shall be due annually in advance of the 10<sup>th</sup> day of January of each year. Failure of the lot owner to pay said fee shall entitle the owner/developer to terminate the connection of the lot owner to the system, without notice to the lot owner. Any re-connection shall be only after the payment of \$250.00 re-connection fee.
- 28. In the event that the water line of any lot owner shall become damaged or through inadvertence on the part of said lot owner shall become faulty or in need of repair resulting in the loss or leakage of water from said system, owner/developer shall not be guilty of trespass in entering onto the property of the individual owner in order to cut off said water system at the connection to the main water line until the individual owner shall repair his water lines so that further loss or leakage of water from the system is prevented.
- 29. The owner/developer does hereby grant to the individual lot owner and to the heirs, successors and assign the individual lot owner, a full and complete non-exclusive and perpetual easement to draw water from said water system for reasonable residential use along the water lines which are presently installed or will be installed. Owner/developer reserves an easement for this purpose across any lot across which such water lines run and owner/developer hereby conveys to the individual lot owner an interest in those easement rights. Each individual lot owner acknowledges an easement for the benefit of the owner/developer and the other owners of lots in the development as to any portion of said main water system which may cross the lot of an individual owner at any point whether said water lines are in use. Said easement rights shall be a covenant running with the land and shall not be defeated for lack of use.
- 30. Owner/developer shall reserve the right to transfer management and/or ownership of the subject water system to a third party or to a home owners association, which is the sole option of the seller.
- 31. The owner/developer reserves the right to enter onto the property of any individual lot owner for the purpose of performing maintenance or additions to the water line or lines which might traverse the property of the individual lot owner.
- 32. There shall be no permanent street lights or yard lights erected on any portion of any lot in the development.

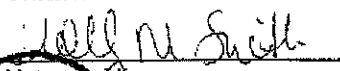
33. Flood lights or sensor lights affixed to a residence shall be permitted.

28 IN WITNESS WHEREOF, the Owner hereby sets its hand and affixes its seal, this the day of April, 2000.

MT. PISGAH, LLC  
DEVELOPER: C. ANTHONY WALDEN

  
\_\_\_\_\_  
C. ANTHONY WALDEN (SEAL)

  
\_\_\_\_\_  
Unofficial Witness

  
\_\_\_\_\_  
Notary Public



Notary Public, Fannin County, Georgia  
My Commission Expires March 9, 2002