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STATE OF GEORGIA
COUNTY OF FANNIN

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GEORGIA, FANNIN COUNTY
CLERK OF SUPERIOR COURT
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John W. Parten
CLERK OF SUPERIOR COURT

PROTECTIVE COVENANTS

THIS DECLARATION OF PROTECTIVE COVENANTS is made and published this 9th day of February, 1995, by ROY QUINTRELL, of Fannin County, Georgia, hereinafter referred to as "Developer".

WITNESSETH:

THAT WHEREAS, said Developer is the owner of the development generally known in the community as MY MOUNTAIN, PHASE II, and being a development of all those lots, tracts or parcels of land situate, lying and being in the 8th District and 1st Section of Fannin County, Georgia and being part of Land Lots 181, 182, 215 and 216, and being 204.54 acres shown on a plat of survey prepared by William F. Rolader, Georgia Registered Land Surveyor No. 2042, dated September 18, 1990, said plat being recorded in Plat Hanger A-170, page 2, in the office of the Clerk of Superior Court, Fannin County, Georgia, and

WHEREAS, it is to the interest, benefit and advantage of Roy Quintrell, 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 Roy Quintrell, and each and every subsequent owner of any of the lots in said development, said Developer 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 Roy Quintrell, 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 nine (9) months from the date that construction begins.

3. MOBILE HOME OR MANUFACTURED HOME: No mobile home, prefabricated 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. All homes must be built on site.

4. BUILDING LOCATION: No house will be built closer to an adjoining subdivision lot than fifteen (15) feet from the side lot lines.

5. LAND USE: No lot will be used for any purpose other than residential use. 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. All utilities shall be underground.

7. ARCHITECTURAL CONTROL: Concrete block construction is prohibited on any lot except that concrete block may be used in the foundations and chimneys of houses erected on said lots, and must be covered with either stucco, rock, wood or brick.

All construction should comply with all local and state codes and be of reasonable architectural design. All structures must be aesthetically pleasing and shall blend with the environment.

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 activity will be done, carried on, suffered, or permitted upon any lot, nor will any lot be used for any illegal purpose. No recreational use of all terrain vehicles, dirt bikes, motorcycles or any similar type vehicles shall be permitted within the subdivision. These vehicles shall be used within the subdivision for transportation only and shall not be operated in any manner which would constitute an offensive or obnoxious activity.

Each lot will be kept and maintained completely free of any junk, trash and garbage (including old vehicles and discarded appliances). Each lot and the improvements constructed thereon shall be maintained in a good, safe and attractive condition.

9. SIGNS: No sign of any kind in excess of two square feet will be allowed to

be visible from the public road on any property.

10. DWELLING SIZE: No house or dwelling shall be constructed on any lot with less than 670 square feet of heated living space on the main level of the structure, excluding porches, decks, garages and basements.

11. ANIMALS: No animals, livestock or poultry shall be raised, bred or maintained on any subdivision lot, except that dogs, cats or other ordinary household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. All household pets shall be kept under the owner's control.

12. ROADS: Right-of-way easements forty (40) feet in width are reserved over and across the roads which traverse the subdivision for the purpose of ingress and egress for all lot owners. Each homeowner shall pay a minimum assessment of \$200.00 per year for maintenance of the subdivision roads and right-of-ways beginning January 1, 1998. All roads and right-of-ways shall be maintained by the lot owners through a property owners' association to be established by the lot owners.

13. WATER SERVICE: Each homeowner shall pay a monthly water fee for water service and water rights to the community wells. The monthly fee will initially be \$20.00 per month, but may increase or decrease based upon the cost of maintenance.

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.

Each covenant contained herein is severable and distinct from each other and in its application to all or any portion of the premises, and the invalidity or unenforceability of any covenant contained herein as to any portion of the premises shall not affect the validity or enforceability of any of the other covenants contained herein. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said Developer has hereunto set his hand and seal,
the day and year first above written.

Roy Quintrell (Seal)
Roy Quintrell

Signed, sealed and delivered
in the presence of:

Anaela Stewart Pantor
Witness

John L. Williams
Notary Public

Notary Public, Franklin County, Georgia.
My Commission Expires June 8, 1998