



## 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 REFERENCE:  
Deed Book 185  
Page 46-48

PROTECTIVE COVENANTS

001506

THIS DECLARATION OF PROTECTIVE COVENANTS, made and published this 26<sup>th</sup> day of January, 1988, by ROY G. QUINTRELL of the County of Fannin, State of Georgia.

**WITNESSETH:**

**THAT, WHEREAS,** said ROY G. QUINTRELL, is the owner of the development generally known in the community as "My Mountain" and being a development of all of 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 Lot No. 163 and 198, and also being a part of the 8th District and 1st Section of Fannin County, Georgia and being a part of Land Lot No. 179, 180, 181, 182, 216 and 217, and being shown on a survey and plat of said property made by Lane S. Bishop, Georgia Registered Land Surveyor No. 1575, dated December 11, 1986 and being recorded in Plat book 17, page 121-113, office of the Clerk of the Superior Court, Fannin County, Georgia.

**WHEREAS,** it is to the interest, benefit and advantage of ROY G. 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 G. QUINTRELL, and each and every subsequent owner of the any of the lots or property in said development, said ROY G. QUINTRELL 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 persons claiming under and through ROY G. QUINTRELL, to-wit:

**I. LAND USE AND BUILDING TYPE:** No lot will be used for any other purpose than for 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.

II. **TEMPORARY STRUCTURES:** No structure of a temporary character, such as a basement, trailer, lean-to, shack, garage, barn or other outbuilding will be used on any lot at anytime as a residence, either temporarily or permanently.

III. **MOBILE HOME OR MANUFACTURED HOME:** No mobile home or manufactured home of any type will be used or located on any lot at anytime as a residence either temporarily or permanently.

IV. **ARCHITECTURAL CONTROL:** Concrete block construction is prohibited on any lot except that concrete blocks may be used in the foundations and chimneys of houses erected on said lots and must be either stuccoed, rocked or bricked.

V. **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. No noxious or offensive activity which emits an offensive odor shall be suffered or permitted upon any lot.

VI. **RESTRICTIONS ON MOTORIZED VEHICLES:** The use of trail bikes, motorcycles, three-wheelers, dune buggies or any similar type vehicle, if used, shall be used in such a manner as to create no disturbance to any other person on said property and shall not be used in any manner which will constitute an offensive activity or obnoxious or offensive noise.

VII: **EASEMENTS:** Easements for the installation and maintenance of utilities, including electric power lines, are hereby reserved, whereby a power line with all essential clearing, may be installed along the roads and road right of ways which traverse any lots in the property encumbered by these protective

covenants.

VIII. COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS: Any and all building and construction on any of the lots which are the subject of these protective covenants shall be done consistent with, in all respects, any and all Federal, State and County governmental laws, rules, regulations and ordinances regulating said building and construction, including the installation of a septic tank system and water supply.

These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them and cannot be amended or changed in any way unless an instrument is signed by all 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 restrain violation or to recover damages for the violation thereof.

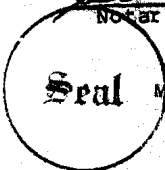
Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

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

*Roy G. Quintrell* (SEAL)  
Roy G. Quintrell

*Colinda Gibson*  
Witness

*Louisa Rogers Smith*  
Notary Public



Notary Public, Fannin County, Georgia  
My Commission Expires March 23, 1992

GEORGIA, FANNIN COUNTY  
CLERK'S OFFICE SUPERIOR COURT  
Filed for record at 10:15 O'clock A.M. 88  
This 17 day of May 19 88  
Recorded in book 136 Folio 260-52  
This 17 day of May 88  
*Royal Porter*  
CLERK

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CROSS REFERENCE  
DEED/GRD BOOK 1158  
PAGE 505-507

0053

AMENDMENT TO  
PROTECTIVE COVENANTS

CROSS REFERENCE:  
Deed Book 185  
Page 46-48

THIS AMENDMENT TO PROTECTIVE COVENANTS, made and published this 30 day of November, 1989, by ROY G. QUINTRELL of the County of Fannin, State of Georgia.

**WITNESSETH:**

THAT, WHEREAS, said ROY G. QUINTRELL, is the owner of hte development generally known in the community as "My Mountain" and being a development of all of 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 Lot No. 163 and 198, and also being a part of the 8th District and 1st Section of Fannin County, Georgia and being a part of Land Lot No. 179, 180, 181, 182, 216 and 217, and being shown on a survey and plat of said property made by Lane S. Bishop, Georgia Registered Land Surveyor No. 1575, dated December 11, 1986 and being recorded in Plat book 17, page 121-113, office of the Clerk of the Superior Court, Fannin County, Georgia.

WHEREAS, it was in the interest, benefit and advantage of ROY G. 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; and

WHEREAS, said protective covenants were executed the 26th day of January, 1988 by the said ROY G. QUINTRELL, and recorded in the office of the Clerk of the Superior Court of Fannin County, Georgia, in Deed Book 136, page 260-262 on the 17th day of May, 1988.

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by ROY G. QUINTRELL, and each and every subsequent owner of the any of the lots or property in said development, said ROY G. QUINTRELL does hereby amend said protective covenants by adding the following described real property under said protective covenants, to-wit:

All that tract or parcel of land lying and being in Land Lot No. 197 and 198 of the 8th District and 2nd Section of

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Fannin County, Georgia, and being more particularly shown and designated as being all that property lying North of Hemptown Creek on a plat of survey made for Roy Quintrell by Lane S. Bishop & Associates, dated September 6th, 1989 and recorded in Plat Book 22, page 223, Fannin County deed records. Reference is hereby made to said recorded plat for a more complete description of the property herein described.

This Amendment to Protective covenants is to run with the land and shall be binding upon all parties and all persons claiming under them and cannot be amended or changed in any way unless an instrument is signed by all 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 restrain violation or to recover damages for the violation thereof.

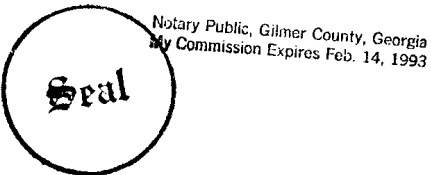
Invalidation of any one of the covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in force and effect.

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

Roy G. Quintrell (SEAL)  
Roy G. Quintrell

Angela Stewart Panter  
Witness

Glenda L. Gibson  
Notary Public



GEORGIA, FANNIN COUNTY  
CLERK'S OFFICE SUPERIOR COURT  
Filed for Record at 3:15 O'clock pm  
This 5 day of Jan 1990  
Recorded in Book 155 folio 61-18  
This 5 day of Jan 1990  
John W. Clayton  
CLERK

SECOND AMENDMENT TO PROTECTIVE COVENANTS

THIS SECOND AMENDMENT TO PROTECTIVE COVENANTS is made and published this 20<sup>th</sup> day of May, 1992, by **ROY G. QUINTRELL** of Fannin County, Georgia.

**WITNESSETH:**

**THAT, WHEREAS,** the said **ROY G. QUINTRELL** is the owner of the development generally known in the community as "MY MOUNTAIN", same being a development of all of 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 Lot Nos. 163, 197 and 198, and also being a part of the 8th District and 1st Section of Fannin county, Georgia and being a part of Land Lot Nos. 179, 180, 181, 182, 216 and 217, and same being known on a plat of survey of said property prepared by Lane S. Bishop, Georgia Registered Land Surveyor No. 1575, dated December 11, 1986, and being recorded in Plat Book 17, pages 112 through 113, office of the Clerk of the Superior Court of Fannin County, Georgia, and also being shown on a plat of survey prepared by Lane S. Bishop dated September 6, 1989 and recorded in Plat Book 22, page 223, office of the Clerk of the Superior Court of Fannin County, Georgia.

**WHEREAS,** it is to the interest, benefit and advantage of **ROY G. 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 and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the land; and

**WHEREAS,** said protective covenants were executed the 26th day of January, 1988 by the said **ROY G. QUINTRELL**, and recorded in the office of the Clerk of the Superior Court of Fannin County, Georgia in Deed Book 136, pages 260 through 262, and an amendment to protective covenants was executed on the 30th day of November, 1989, and recorded in Deed Book 155, pages 617 through 618, office of the Clerk of Superior Court of Fannin County, Georgia.

**NOW, THEREFORE,** for and in consideration of the premises and of the benefits to be derived by **ROY G. QUINTRELL** and each and every subsequent owner of any of the lots or property in said development, said **ROY G. QUINTRELL** does hereby amend said

protective covenants by adding the following described real property under said protective covenants, to-wit:

ALL that tract or parcel of land lying and being in the 8th District and 1st Section of Fannin County, Georgia and being a part of Land Lot No. 178 and being 55.15 acres as shown on a plat of survey prepared by Lane S. Bishop, Georgia Registered Land Surveyor No. 1575, dated October 23, 1989, said plat being recorded in Plat Book 24, page 281, office of the Clerk of the Superior Court of Fannin County, Georgia. Reference is hereby made to said recorded plat for a more complete and accurate description of the property described herein.

Said protective covenants are hereby amended further by adding the following:

**IX. NO CONSTRUCTION AREA:**

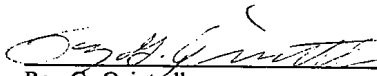
No construction shall be permitted on the property located within the shaded area set forth in Exhibit "A" attached hereto. No construction shall be permitted upon this property other than the constructions of wooden fencing upon property lines.

This Second Amendment to Protective covenants shall run with the land and shall be binding upon all parties and all persons claiming under them and cannot be amended or changed in any way unless an instrument is signed by all the property owners in said development.

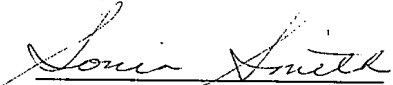
Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate said covenants either to restrain violation or to recover damages for the violation thereof.

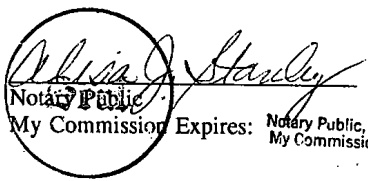
Invalidation of any one of the covenants by judgment or court order shall be in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, THE SAID ROY G. QUINTRELL has hereunto set his hand and seal the day and year first above written.

 (Seal)  
Roy G. Quintrell

Signed, sealed and delivered  
in the presence of :

  
Witness

  
Notary Public  
My Commission Expires: Notary Public, Fannin County, Georgia  
My Commission Expires Oct. 7, 1993



SURVEY FOR

# ROY QUINTRELL

PLAT NO. 176 DISTRICT 17th SECTION  
FANNIN COUNTY, GA. OCT. 23, 1989



SCALE 1" = 200'  
 NOTES: 1. ALL LINES TAKEN FROM PLAT BY HARLEY-COLLINS NOV. 16, 1984  
 2. ADJUSTMENTS: SUBDIVIDED INTO PARCELS & NEW ROAD LOCATIONS 10-27-89  
 3. REVISIONS: UPDATE (ORIGINAL SURVEY DATE APRIL 14, 1989)  
 4. SUBDIVIDED AS PER INSTRUCTIONS FROM E.B. BRAUN  
 5. ADDED TIES TO NEIGHBORING PARCELS



NOTE: NO CORRECTIONS ALLOWED IN CROSS-HATCHED AREA

By my former, this plat is a true and correct representation of the land, platted and returned to me in conformity with the minimum standards and requirements of the Georgia Surveying Act of 1977.  
 James L. Ruffin

55.15 TOTAL ACRES

R/W ON COUNTY RD. 62  
 OBTAINED FROM COUNTY COMMISSIONER 3-25-85

NOTE  
 THESE ARE U.S. & I.A. BOUNDARIES AVAILABLE FOR THIS AREA. HOWEVER, AS PER AN ON SITE INSPECTION THIS PROPERTY DOES NOT APPEAR TO BE IN A FLOOD PLAIN.

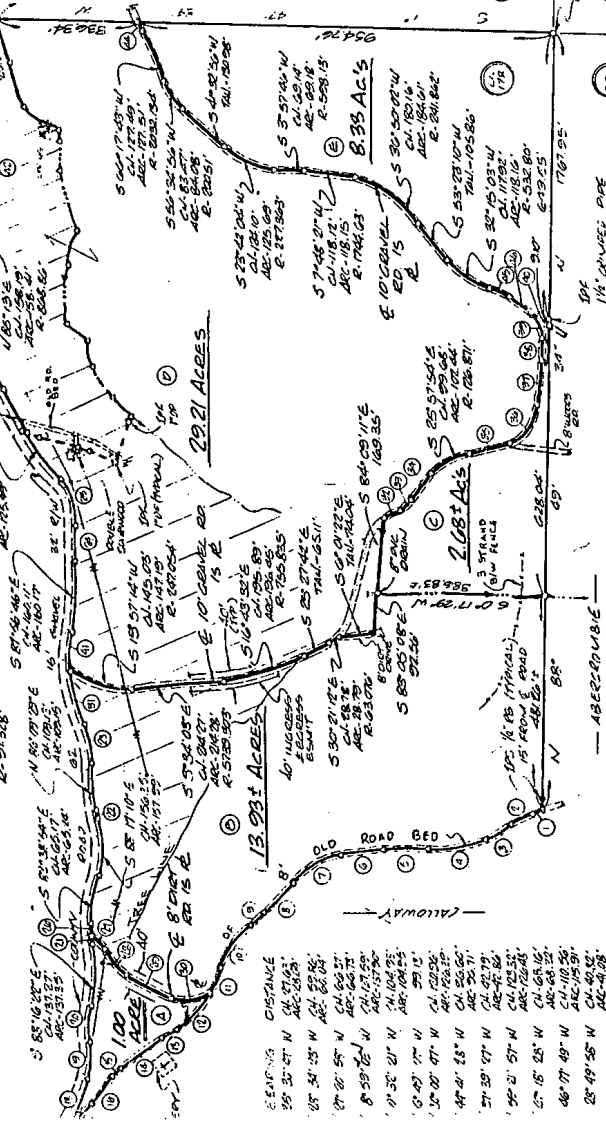
THIS SURVEY PERFORMED USING A TOTAL STATION, A COMPUTER USED FOR ALL CALCULATIONS.

NOTE: NO ADDRESS & EGRESS EASEMENT AT ALL INTERIOR ROADS.

NOTE:  
 1. OWNER'S LIVES TAKEN FROM PLAT BY HARLEY-COLLINS NOV. 16, 1984

- 30 S 87° 59' 48" E CL-87.08' AC-51.1'
- 31 S 89° 31' 0" E TAN-13.82'
- 32 N 81° 17' 36" E TAN-19.81'
- 33 S 87° 47' 00" E TAN-29.53'
- 34 N 73° 07' 49" E CL-13.33' AC-17.04'
- 35 S 89° 24' 21" E TAN-52.60'
- 36 S 47° 56' 10" W CL-72.56' AC-82.48' R-137.04'
- 37 S 45° 27' 47" W CL-72.56' AC-82.48' R-137.04'
- 38 S 45° 27' 47" W CL-72.56' AC-82.48' R-137.04'
- 39 S 45° 27' 47" W CL-72.56' AC-82.48' R-137.04'
- 40 S 45° 27' 47" W CL-72.56' AC-82.48' R-137.04'
- 41 S 45° 27' 47" W CL-72.56' AC-82.48' R-137.04'
- 42 S 45° 27' 47" W CL-72.56' AC-82.48' R-137.04'
- 43 S 45° 27' 47" W CL-72.56' AC-82.48' R-137.04'
- 44 S 45° 27' 47" W CL-72.56' AC-82.48' R-137.04'
- 45 S 45° 27' 47" W CL-72.56' AC-82.48' R-137.04'
- 46 S 45° 27' 47" W CL-72.56' AC-82.48' R-137.04'

- 13.98± ACRES
- 22.21 ACRES
- 8.33 ACRES
- 2.68± ACRES



- 37 S 80° 51' 12" E CL-99.24' AC-100.24' R-371.27'
- 38 S 85° 35' 50" E TAN-54.22'
- 39 S 79° 19' 25" W CL-63.31' AC-64.94' R-85.329'
- 40 S 79° 19' 25" W TAN-53.49'
- 41 S 88° 58' 29" E CL-96.80' AC-24.91' R-58.9099'
- 42 S 79° 41' 30" E CL-163.53' AC-169.13' R-197.67'
- 43 S 79° 41' 30" E TAN-128.04'
- 44 S 63° 57' 30" W CL-20.64' AC-22.65' R-34.722'
- 45 S 63° 57' 30" W CL-48.20' AC-48.32' R-291.678'
- 46 S 50° 06' 24" W TAN-126.35'

SCALE OF THIS MAP OR PLAN SHALL BE AS SHOWN ON THE ORIGINAL SURVEY INSTRUMENTS.