



## 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.



THIS DECLARATION OF PROTECTIVE COVENANTS, Made and published this 10th day of November, 1986, by Charles C. Giddens, III of the County of Fannin, State of Georgia.

WITNESSETH:

THAT WHEREAS, Charles C. Giddens, III is the owner of the development generally known in the community as NEW RIVER ESTATES 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 parts of Land Lot Nos. 134 and 135, and shown on a survey and plat of NEW RIVER ESTATES development made by Lane S. Bishop, G.R.L.S. No. 1575, dated October, 1986, said plat being recorded in Plat Book 17, Page 41, in the office of the Clerk of the Superior Court, Fannin County, Georgia.

WHEREAS, it is to the interest, benefit and advantage of Charles C. Giddens, III and to each and every person who shall hereafter purchase any lot in said subdivision 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 benefit to be derived by Charles C. Giddens, III and each and every subsequent owner of any lots in said development, said Charles C. Giddens, III 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 Charles C. Giddens, III 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 twelve (12) months from date that construction begins. Temporary campers are permitted during construction.

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

4. 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 one (1) detached family dwelling. No duplexes, condominium, or multi-unit building shall be located on any said lots. No building shall be erected on any lot that will be used as a school, church, kindergarten, or business of any type. No dwelling will contain less than 900 sq. ft. of heated area.

5. EASEMENTS: Easements for installation and maintenance of all utilities are reserved whereby utilities may be installed along any roads on the above described property.

6. 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 either stuccoed, rocked or bricked. No structure of any type will be placed upon those portions of the property reserved for public utility easements and for 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. All construction should comply with all local and state codes and be of reasonable architectural design.

7. 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.



8. SIGNS: No signs, banners or displays except for reasonable identification or owner and address of the property will be allowed to be visible from the public road on any property.

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 judgement 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 Charles C. Giddens, III has hereunto set his hand and seal, the day and year first written above.

*[Signature]*  
Witness

By: *[Signature]*  
Charles C. Giddens, Owner

*[Signature]*  
NOTARY PUBLIC:

JOE M. CLEMENT  
Notary Public, Fannin County, Georgia  
My Commission Expires Feb. 28, 1990.



GEORGIA, FANNIN COUNTY  
CLERK'S OFFICE SUPERIOR COURT  
Filed for record at 2:20 o'clock PM  
This 10 day of Nov. 19 86  
Recorded in Book 119 folio 292-93  
This 10 day of Nov. 19 86  
*[Signature]*  
CLERK