



## 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.

COBERTA, FARMER COUNTY  
CLERK'S OFFICE SUPERIOR COURT  
PAID FOR RECORD 7/10/01  
10:07AM 7/10/01  
400 489-91  
STATE OF GEORGIA

Massaro & Kiker, P.C.  
P. O. Box 111  
Blue Ridge, Ga. 30513

05559

**PROTECTIVE COVENANTS**

THIS DECLARATION OF PROTECTIVE COVENANTS, made and published on this 10 day of July, 2001, by Duane Postelle of the County of Whitfield and State of Georgia.

**WITNESSETH:**

THAT, WHEREAS, said individual is the owner of the property generally known in the community as PINE GROVE BSTATES, said property being the same property conveyed to Duane Postelle by warranty deed of Jeff Morgan (dated January 14, 2000 and recorded in Deed Book 346, Pages 670-671, Fannin County records.

WHEREAS, it is to the interest, benefit and advantage of Duane Postelle, and to each and every person who shall hereafter purchase any property 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 an in consideration of the premises and of the benefits to be derived by Duane Postelle to hereby set up, establish, promulgate and declare the following protective covenants, same shall become immediately and run with the land and shall be binding on all persons claiming under and through Duane Postelle, to wit:

1. **SEWAGE DISPOSAL:** A septic tank and proper drain field, in accordance with the standard of the Health Department of the State of Georgia, will be used for sewage disposal for dwellings constructed on said lots.
2. **TEMPORARY STRUCTURES:** No structure of a temporary character, such as a basement, trailer, recreational vehicle, 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.

3. **MOBILE HOME:** No 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 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 duplex, condominium, or multi-unit buildings shall be located on any lot. No building shall be erected on any lot that will be used as a school, church, kindergarten, or business of any type.
5. **EASEMENTS:** Easements for installation and maintenance of utilities are reserved whereby electric and telephone lines with all essential clearing may be installed along the roads which traverse the above described lots.
6. **ARCHITECTURAL CONTROL:**
  - a) Any house or cabin constructed on a creek lot shall be at least 1300 square feet;
  - b) Any house or cabin constructed on any lot (other than a creek lot) shall be at least 1500 square feet;
  - c) All dwellings shall be constructed at least fifteen (15) feet from adjoining property lines and twenty-five (25) feet from road easements. All dwellings located on a creek lot shall be at least fifty (50) feet from said creek. If the current Fannin County ordinances concerning such matters change, then all dwellings shall be constructed according to the then current ordinances.
  - d) Concrete block construction is prohibited on any lot, except that concrete blocks may be used in the foundations and chimneys of the houses or cabins constructed on said lots, provided said concrete blocks are finished with rock, stucco or wood.
  - e) No shiny (silver or tin-type) metal roofs will be allowed on any dwelling, however the colored metal roofs will be allowed.
  - f) The front-yard of any dwelling shall not be fenced by any type of fence. The back yard of any dwelling may be fenced.
7. **NUISANCES:** 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 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. LANDSCAPING:

a) No trees will be removed from any lot except those necessary to clear an area for construction of a house or cabin, or reasonable landscaping.

b) No agricultural garden will be allowed on any lot.

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

10. ANIMAL CONTROL: No commercial poultry houses will be allowed, nor any farm animal.

11. COMMERCIAL VEHICLES: No company utility truck or large commercial vehicles shall be parked on any lot, or alongside any subdivision road.

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 of law or in equity against any person or persons violating or attempting to violate and covenant either to restraining violation or to recover damages.

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 Duane Postelle has hereunto set his hand and affixed his seal, this the day and year first written above.

Duane Postelle (Seal)  
DUANE POSTELLE

Signed, seal and delivered  
in the presence of

Paul Wilkinson  
Unofficial Witness

Charles F. Holloway  
Notary Public

My Commission Expires: 08-28-03