



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.

PROTECTIVE COVENANTS

THIS DECLARATION OF PROTECTIVE COVENANTS, made and published this the 15th day of April, 1990, Charles J. Sisson, Perry Joe Sisson and Jo Ann Sisson of the County of Gilmer and the State of Georgia.

WITNESSETH

THAT, WHEREAS, said individuals are the owners of a development consisting of all those lots, tracts, or parcels, of land situate, lying and being in Gilmer County, Georgia, and being known as CHERRY LOG MOUNTAIN SECTION 4 of the 7th District and 2nd Section of Gilmer County, Georgia and being part of Land Lot No. 104 as shown by plat recorded in Plat Book 16, Page 108, Gilmer County Records.

WHEREAS, it is to the interest, benefit and advantage of Charles J. Sisson, Perry Joe Sisson and Jo Ann Sisson 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 Perry Joe Sisson and Jo Ann Sisson and each and every subsequent owner of any of the lots in said development, said Perry Joe Sisson and Jo Ann Sisson do 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 J. Sisson, Perry Joe Sisson and Jo Ann Sisson 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 house or cabin construction on said subdivision lots.

2. TEMPORARY STRUCTURES: No structure of a temporary character, such as basement, trailer, lean-to, tent, shack, garage, barn, or other outbuildings 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. BUILDING LOCATION: No house or cabin will be built closer to an adjoining subdivision lot than ten, (10), feet.

5. 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 buildings 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.

6. EASEMENTS: Easements for installation and maintenance of utilities are reserved whereby a power line with all essential clearing may be installed along the roads which traverse the above described lots.

7. ARCHITECTURAL CONTROL: Concrete block construction is prohibited on any lot except that concrete block may be used in the foundations and chimneys of the houses or cabins constructed on said lots.

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

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 complete free of any junk, (including old vehicles, and discarded appliances), trash, and garbage.

9. LANDSCAPING: No large trees will be removed from any lot except for those necessary to clear an area for construction of a house or cabin, the planting of a garden, or reasonable landscaping.

10. ARCHITECTURAL CONTROL: No structure of any type will be placed upon those portions of the property reserved for public utility easements and for a public (traffic) roadway for ingress and egress, nor will the road way be obstructed, blocked, or modified in any manner not clearly in the public interest.

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

12. ARCHITECTURAL CONTROL: All construction should comply with all local and state codes and be of reasonable architectural design.

13. LOT SIZE: No lot shall be subdivided, nor shall more than one, (1), cabin be erected on any one, (1), lot subsequent to the sale of a lot by Charles J. Sisson, Joe Sisson and Jo Ann Sisson.

14. ANIMALS: No farm animals such as chickens, pigs, horses or cattle.

15. LAKE EASEMENTS: Sellers reserve public access to the lake as shown on plat and all property owners and that their guest have rights to surface water for fishing, swimming, etc.,. No gasoline motors permitted on lake. No docks permitted without plan approval by the Sisson Company.


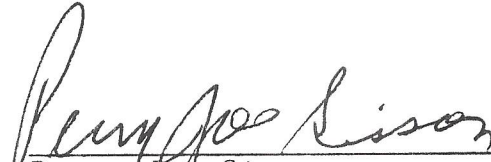
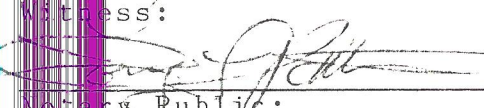
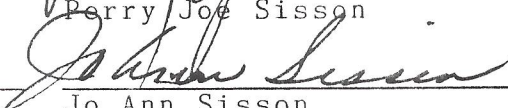
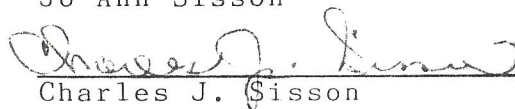
These covenants are to run with the land and shall be binding on all parties and all persons claiming under them and cannot be amended or changed in any way unless an instrument is signed by all of the property owner's in said development.

Enforcement shall be by proceedings at 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 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 J. Sisson, Perry Joe Sisson, and Jo Ann Sisson have hereunto set their hands and affixed their seals, this 15th day of April, 1990.

Signed, sealed, and delivered in the presence of:

 _____ Witness:	 _____ Perry Joe Sisson
 _____ Notary Public:	 _____ Jo Ann Sisson
Notary Public, Fannin County, Georgia My Commission Expires October 30, 1996.	 _____ Charles J. Sisson

GEORGIA, GILMER COUNTY
Clark's Office - Superior Court
Filed for record this 21 day of
June 1990 at 4:45 o'clock
P.M. of said 263 Page 110
the 22 June 1990
