



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.

247-100

**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
RIVER CHASE**

STATE OF GEORGIA
COUNTY OF GILMER

This Declaration is made by Mary Jane R. Weeks, owner of record of RIVER CHASE, hereinafter referred to as "Declarant". Declarant is the owner of certain real property in the City of Ellijay and located in Original Land Lots 61 and 84 of the 11th District and 2nd Section of Gilmer County, Georgia. Tract 1 is hereby excluded.

This Declarant proposes to subdivide the property into lots for sale to the general public. By this Declaration, Declarant intends to establish certain restrictions on the lots for the benefit and protection of the future and present owners of the lots and for the establishment and maintenance of sound values for the lots. The restrictions herein are intended to run with the land, and to inure to the benefit of and be binding upon each interest so conveyed or reserved and all parties having or acquiring any right, title, interest or estate therein.

1. **LAND USE AND BUILDING TYPE:** All lots shall be used exclusively for residential purposes. Only one (1) single-family dwelling of not less than 1400 square feet heated living area shall be permitted on each lot within the subdivision. No commercial activities of any type shall be permitted.

No residence shall be erected, placed or altered on any lot until the construction plans and specifications have been approved by the developers as to quality of workmanship and materials.

No fence or wall shall be erected, placed or altered on any lot nearer to any street than the rear corners of the principal building

2. **PROHIBITION:** No mobile homes will be permitted in the subdivision.

3. **LOCATION OF RESIDENCES:** All residences shall be constructed at least twenty (20) feet from the right-of-way of any and all streets and roads, 10 feet from any interior Lot Lines and 10 feet from any rear Lot Line.

4. **LANDSCAPING:** Each purchaser of a lot within the subdivision shall within one year from date of purchase, provide sufficient landscaping on such lot to prevent soil erosion and washing.

5. **CARPORTS AND GARAGES:** No dwelling may be constructed with an open carport or open garage facing the streets and roads within the subdivision.

6. **LOT AREA:** The area of each lot as shown on the recorded plats shall not be subdivided into smaller tracts.

7. **EASEMENTS:** Easements for the installation and maintenance of all utilities, roads and drainage facilities are reserved by the developer. Easements for drainage is reserved over the side 15 feet of each lot.

8. **NUISANCES:** No activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance of nuisance to the property owners. Any complaints should be brought to the attention of the developer. The owner or owners will be advised of this complaint, and will have thirty (30) days in which to take corrective action.

9. **TEMPORARY STRUCTURES:** No structure of a temporary character, including trailers, mobile homes, tents, shacks, garages, barns or other outbuildings shall be erected or used on any lot at any time, whether temporarily or permanently for any period exceed forty-five (45) days without prior approval and consent by the developer.
10. **SIGNS:** No signs of any kind shall be displayed on any lot without prior approval of the developer.
11. **OIL AND MINING OPERATIONS:** No oil development or mining operation of any kind shall be permitted upon any lot.
12. **LIVESTOCK, POULTRY AND OTHER ANIMALS:** Any and all animals shall be properly fenced, tied or housed so as not to encroach upon the property of others except by mutual agreement of those property owners involved. Suitable health provisions shall be maintained at all times to avoid creating offensive odors. Suitable provisions shall also be maintained to avoid offensive noise from any and all animals.
13. **OUTBUILDINGS:** Before erecting any outbuilding, including barns and sheds, the owner shall first obtain permission from the developer. Any outbuildings to be erected shall be constructed in such a way as not to constitute an eyesore.
14. **GARBAGE AND REFUSE:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept at designated places and only in closed, sanitary containers.
15. **SEWAGE DISPOSAL:** Sewage disposal will be provided and maintained by the owner of each lot in accordance with local and state regulations. All drain field areas must remain free of any structures. All dwellings must have indoor toilets.
16. **VEHICLES:** No motor vehicle which is not in running condition shall remain on any lot longer than forty-five (45) days. Motorbikes, trail bikes, swamp buggies and other recreational-type motorized vehicles shall not be driven on property within the boundaries covered by these covenants for pleasure or recreational purposes.
17. **AMENDMENT OR VARIANCES TO COVENANTS:** The covenants may be amended by the developer, its successors and assigns, with a majority of the lot owners of said development giving their consent.
18. **CASUALTY:** In the event any building on any of the lots in this development is partially or wholly destroyed by fire, wind or other causes, the remaining debris must be cleared and disposed of within a sixty (60) day period following such casualty. If said clean-up is not effected by the lot owner, the developer, its successors or assigns, shall have the right to enter said premises and clear and clean the same, charging the cost to the lot owner with said charge automatically becoming a lien against the property.
19. **CARE AND MAINTENANCE:** All lots in the development shall be maintained by the owner in a clean and attractive condition, allowing no accumulation of rubbish or debris.
20. **USE BY OTHER THAN OWNER OF RECORD:** In the event the owner lends, rents, or leases his property or permits it to be used in any way, the owner will be held liable for any infraction of these covenants by the users.
21. **DRIVEWAYS:** All driveways that cross side drainage ditches of streets shall have 12" diameter culverts installed to conform with gradient of said drainage ditch and water runoff of driveway shall be diverted to drainage ditch as to prevent runoff to enter street. All driveways shall be of either asphalt or concrete construction.
22. **VIOLATION OF RESTRICTIONS:** Any owner or owners may enforce the compliance of these restrictions and covenants in case of any violation in accordance with the laws of Georgia applicable thereto.

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23. ENFORCEMENT: Enforcement to restrain violation or to recover damages shall be proceeding at law or in equity against any person or persons voilating or attempting to violate any covenants.

24. TERM: These covenants are to run with the land and shall be binding on all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

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

Mary Jane R Weeks
Mary Jane R. Weeks

Signed, sealed and delivered
in the presence of:

Mary Sue Stiles
Witness

Anna Lariot
Notary Public
My Commission Expires: 1-27-93
Date signed by Notary: 9-5-89
NOTARIAL SEAL

GEORGIA, GUMM COUNTY
Clerk's Office - Superior Court
Filed for record this 5 day of
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