



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.

DECLARATION OF PROTECTIVE COVENANTS
AND
JOINT DRIVEWAY EASEMENT
ON

3121

KENNETH JOHNSON'S PROPERTY (16 ACRES MORE OR LESS)

(RESUBDIVISION OF BARTON PROPERTY BY KENNETH JOHNSON)

STATE OF GEORGIA :
COUNTY OF FANNIN :

This Declaration of Protective Covenants and Joint Driveway Easement made and published this 17th day of December, 1974, by KENNETH JOHNSON, hereinafter called "Owner",

W I T N E S S E T H :

WHEREAS, Owner owns all of the property shown and described on that certain Plat prepared by Kenneth Johnson, Inc., Architect and Engineer, dated the 3rd day of December, 1974, recorded in Plat Book _____, Page _____, in the Office of the Clerk of the Superior Court of Fannin County, Georgia, which Plat is hereby incorporated herein by reference, (the same being a resubdivision of a portion of Tract 6 and Tracts 7, 8, 9 and 10 of the G. A. Barton property according to Plat by James E. Sanders, dated November 10, 1964, recorded in Plat Book 4, Page 256, Fannin County Records) in Land Lots 1, 2, 35, 36, 37, 38 and 72 of the 8th District, 1st Section, of Fannin County, Georgia and in Land Lots 19 and 54 of the 8th District, 2nd Section, of Fannin County, Georgia; and Described as Follows:

Beginning at a painted tree on the North side of Hardscrabble Road at Watson Gap and the point of beginning. Running thence South 00 degrees 30 minutes East, 1392.0 feet to an iron pipe; thence Westerly 200 feet more or less to an iron pin; running thence Northwesterly 440 feet more or less to an iron pin; thence Westerly 200 feet more or less to an iron pin on the watershed of the mountain; running thence Northeasterly 1424.5 feet along the watershed of the mountain to the painted tree and point of beginning.

This tract contains 16 acres more or less.

WHEREAS, it is to the interest, benefit and advantage of the Owner and each and every person who shall hereafter purchase or otherwise acquire any interest in said Property that certain protective covenants governing and regulating the use and occupancy of 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 the Owner and each and every subsequent owner of any part of said Property, the Owner does hereby set up, establish, promulgate and declare the following protective covenants to apply to said Property, which protective covenants shall become effective immediately and run with the land and shall be binding on all persons claiming under and through the Owner, until January 1, 1933, at which time said covenants may be extended or terminated in whole or in part as hereinafter provided, to-wit:

1. No parcel may be used except for agricultural, residential and limited professional purposes.
2. Except for small trim areas, all exterior colors of structures shall match the bark of trees and/or be materials with muted (Williamsburg type) colors; and no white or bright colored roofs shall be permitted. No metal surfaced structure more than 100 square feet in ground area shall be permitted. Mobile homes or house trailers are not permitted.
3. This 16 acre (more or less) tract may be subdivided into no more than ten (10) single family parcels.

No more than one single family residence shall be built on any parcel. Single family structures shall be permitted an attached or remote guest apartment or servants' quarters. This paragraph does not prohibit the erection of other agricultural structures on any lot.
4. (a) Except with the written consent of the affected adjoining property owner, no structure shall be erected nearer to any adjoining property line than 40 feet or such other greater or lesser distance as may be specified on the recorded subdivision plat for such lot.

(b) No structure shall be erected nearer to the centerline of subdivision drives than 50 feet except where a lesser drive set back line is specified on the recorded subdivision plat for such lot.
5. No septic tank and/or drain field shall be situated closer than 100 feet to streams (except in the case of lots hereafter laid out and designated by the Owner as having terrain not accommodating to this requirement) nor shall they or any animal enclosure be installed so as to pollute natural waters.

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6. Easements for installation and maintenance of electrical, telephone and other utilities such as water, sewer, gas, and the like, when available, to serve any of said property subject to these covenants are reserved along all existing and future private driveways on said property and for a distance of 20 feet on each side of centerline of same. In addition, the Owner and all subsequent vendees of land within said subdivision do agree and covenant between and among themselves to grant to any company, an easement to install and maintain lines upon and across their respective lands, either above or below ground and to erect a pole or poles, and guy wires, thereon for such purposes, in such reasonable manner as will not unduly interfere with such landowner's use of such land, whenever same is necessary to provide electric power, communications or other similar types of service to any other property owner in the subdivision, or other property of Owner adjacent thereto, when it is impractical or unduly expensive to locate said lines and/or poles within the easement areas reserved along said private drives.
 7. No noxious or offensive activity shall be carried on upon the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the owners of any of the other property subject to these covenants. No rubbish or garbage may be dumped on the premises, and the owner of each lot or parcel shall make suitable arrangements for the proper disposal thereof. No trailbikes, motorcycles or other loud noised conveyance shall be used on the drives or parcels. This does not exclude construction or drive maintenance equipment being used when needed. Residences shall not be rented for less than a 90-day period.
 8. Construction of structure shall be continuous, once started, until exterior surfaces are finished. Exposed framing, sheathing, tar paper, etc. shall not be allowed to remain for longer than a 90-day period. The interior may be completed at the owner's desired pace.
 9. These covenants will be automatically extended past their normal expiration date for successive 10-year periods unless an instrument signed by no less than 75% of the then owners of land embraced by these covenants (including the resubdivision of any of such land as permitted herein, if such has been made) has been recorded agreeing to change or terminate said covenants in whole or in part prior to such original or extended expiration date.
 10. Enforcement of these covenants shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages, or both.
 11. Invalidation of any of these covenants, or any part hereof, by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

JOINT DRIVEWAY EASEMENT

12. In addition to the preceding eleven (11) paragraphs, the Owner does, in consideration of the premises recited, further establish with respect to said Property the following perpetual joint driveway easement, as follows:

(a) The existing private driveways on said Property will be and remain at all times hereafter perpetual easements as means of ingress and egress from Hardscrabble Road for the benefit of owners of the Property and of owners of other property adjacent to such driveways, and their respective guests and invitees only.

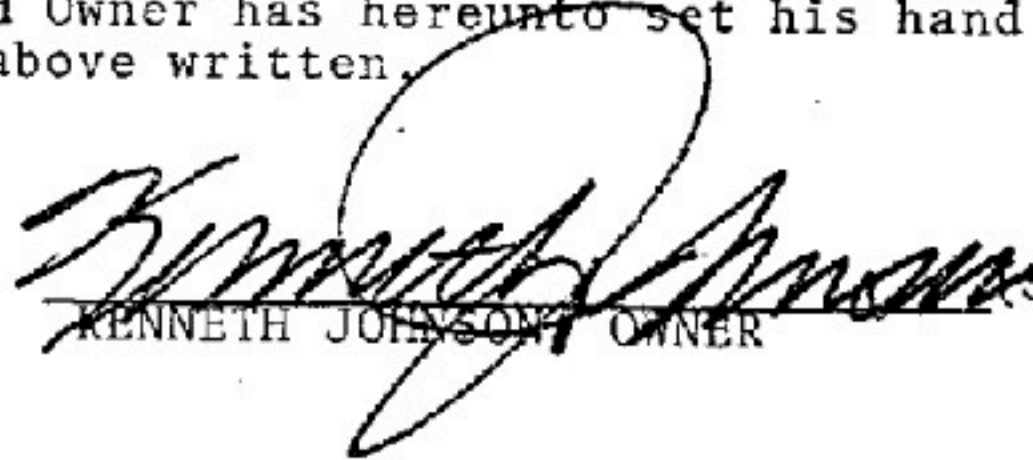
(b) The aforesaid private driveways and any future extensions of same within said subdivision as a part of the overall plan of development of said subdivision shall be kept up by all the owners of the land within said subdivision, as provided in Sections 83-109 and 83-110 of the Georgia Code, and the duties and privileges incident thereto shall extend to all vendees thereof. The cost of keeping up said driveways shall be apportioned among the owners of all land in said subdivision, who shall select one of their number as road commissioner who shall make reasonable and suitable arrangements for keeping up such private driveways and assessing the owners with their respective share of the costs. The costs so assessed shall be apportioned among all owners of land in said subdivision in such proportion as the ad valorem tax value of their respective land, together with any improvements thereon, as determined for Fannin County ad valorem tax purposes, bears to the total value so determined for all such land and improvements thereon within said subdivision. Such road commissioner, in addition to the power to make such arrangements and assessments and to enforce same by suit or otherwise, shall also have the same powers touching such private drives and lands thereof as those of district road commissioners with respect to road defaulters. Each such road commissioner so appointed shall serve for two years and until his successor is chosen by a majority of the owners of land in said subdivision and is eligible to succeed himself as often as so elected. Neither the road commissioner nor the owner of any land within the subdivision shall be liable for personal injury to or property damage of any other such land owner or other person resulting from neglect in keeping up such driveways and every person shall use same at his own risk. All subsequent vendees of any portion of the property within said subdivision and their respective heirs, administrators and assigns, and all persons holding under them, shall be deemed, by acceptance of any deed or other conveyance or development of title subsequent to the time of filing of this instrument of record in the Office of Clerk of the Superior Court of Fannin County, Georgia, to have consented and agreed with the Owner and among themselves to the provisions of this paragraph.

(c) The provisions of this paragraph shall be perpetual and shall not terminate as do the protective covenants contained in the foregoing eleven paragraphs.

(d) The provisions of this paragraph may be enforced in the same manner as the restrictive covenants hereinabove recited.

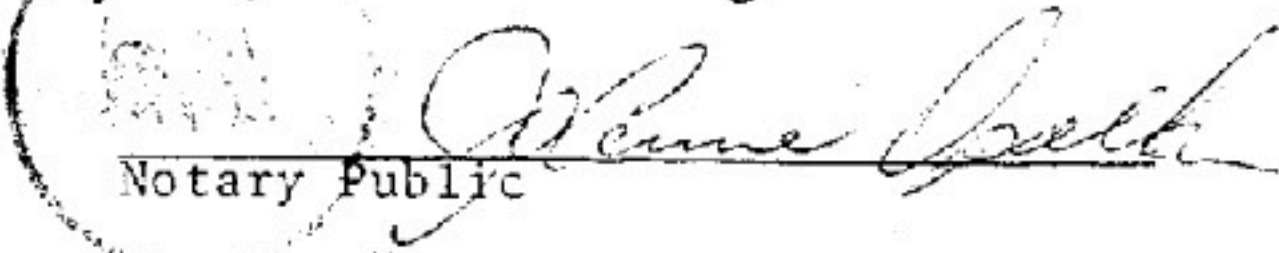
13. Wherever discretion is vested by these covenants in the Owner, to designate certain portions of the Property for optional permitted uses or for resub-division of lots, such power, if not previously exercised by his heirs, executors, administrators or assigns.

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


KENNETH JOHNSON, OWNER

Signed, sealed and delivered in the presence of:


John S. Reddycoat
Unofficial Witness


Notary Public

GEORGIA, FANNIN COUNTY
CLERK'S OFFICE SUPERIOR COURT

Filed for record at 2 P.M. O'Clock 1975

This 22 day of Jan. 1975

Recorded in Book 451 Folio 494-9

This 22 day of Jan. 1975

Ray W. Palata
CLERK