



## 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.

GEORGIA, FANNIN COUNTY  
CLERK'S OFFICE SUPERIOR COURT  
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BOOK 228 PAGE 157-60  
*Arthur W. Chastain*  
CLERK OF SUPERIOR COURT

2530

**PROTECTIVE COVENANTS**

**RALSTON & PANTER**  
ATTORNEYS AT LAW  
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BLUE RIDGE, GEORGIA 30513

THIS DECLARATION OF PROTECTIVE COVENANTS is made and published this 31st day of May, 1995, by HOYT O. HOLLOWAY and ANTHONY H. HOLLOWAY, of the County of Fannin, State of Georgia;

WITNESSETH:

THAT WHEREAS, the undersigned are the owners of property located in the development generally known in the community as SUNRISE VALLEY SUBDIVISION, 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 a part of Land Lot No. 282, 283, and 294, and being more particularly described in Warranty Deed from Margarie T. Rivers, Larry E. Williams, Ronald L. Williams and Joel L. Williams to Hoyt Holloway and Anthony Holloway dated November 18, 1993, and is recorded in Deed Book 212, pages 270-271, in the office of the Clerk of Superior Court of Fannin County, Georgia.

WHEREAS, it is to the interest, benefit and advantage of the undersigned property owners, 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 the undersigned, and each and every subsequent owner of any of the lots in said development, the undersigned 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 the undersigned, 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 six (6) months from the date that construction begins.

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

4. BUILDING LOCATION: No house will be built closer to an adjoining subdivision lot than twenty (20) feet, from the side and rear lot lines.

5. LAND USE: No lot will be used for any purpose other than residential use. No building shall be erected on any lot that will be used as a school, church, kindergarten, or business of any type. 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 of said lots.

6. EASEMENTS: Easements for installation and maintenance of utilities are reserved whereby a power line and water 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 houses erected on said lots, and must be either stuccoed, rocked or bricked.

All construction should comply with all local and state codes and be of reasonable architectural design. All structures must be aesthetically pleasing and shall blend with the environment.

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 activity will be done, carried on, suffered, or permitted upon any lot, nor will any lot be used for any illegal purpose. No recreational use of all terrain vehicles, dirt bikes, motorcycles or any similar type vehicles shall be permitted within the subdivision. These vehicles shall be used within the subdivision for transportation only and shall not be operated in any manner which would constitute an offensive or obnoxious activity.

Each lot will be kept and maintained completely free of any junk, trash and garbage (including old vehicles and discarded appliances). Each lot and the improvements constructed thereon shall be maintained in a good, safe and attractive condition.

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 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 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.

11. SIGNS: No sign of any kind in excess of two square feet will be allowed to be visible from the public road on any property.

12. LOT SIZE: No lot shall be subdivided, nor shall more than one (1) house per lot be constructed on any one (1) lot, subsequent to the sale of a lot by the undersigned owners with the exception of Lot 1. Any portion subdivided from Lot 1 shall not be less than one (1) acre.

14. ANIMALS: No animals, birds, or fowl shall be kept or maintained on any part of the property, except ordinary household pets (e.g. dogs, cats, pet birds) which may be kept thereon in reasonable number as pets for the pleasure and use of the occupants but not for any commercial use or purpose. Pets shall not be allowed to run free without direct supervision. Lot 1 is hereby excepted from this covenant. The owner of Lot 1 will be permitted to keep cattle or horses on the property, providing Lot 1 is not subdivided.

15. ROADS: Right-of-way easements forty (40) feet in width are reserved over and across the roads which traverse the subdivision as shown on the Plat for the purpose of ingress and egress for all lot owners. All roads shall be maintained by the lot owners on a pro-rata basis with each lot owner contributing his or her share for maintenance according to lot ownership.

It is explicitly understood by the lot owners that damage to the subdivision roads, caused directly by ongoing construction of a particular owner shall be the responsibility of said owner to repair. Said damage would include only that caused by irresponsible use and loading of said road during adverse conditions.

No new roads shall be built across any lot for the purpose of connecting with the interior roads of subdivision.

Each person, corporation, partnership or other such entity who is or shall be a record

owner by purchase, transfer, assignment or foreclosure of a fee or an undivided fee interest in any portio of the restricted property does agree and shall be deemed by reason of taking such record title to all of the terms and provisions of this declaration. Each owner shall also be a member of any homeowners association formed to enforce and carry out the provisions of this declaration. Said membership shall be automatic upon taking title to any portion of the restricted 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.

Each covenant contained herein is severable and distinct from each other and in its application to all or any portion of the premises, and the invalidity or unenforceability of any covenant contained herein as to any portion of the premises shall not affect the validity or enforceability of any of the other covenants contained herein. 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 undersigned property owners have executed these presents the day and year first above written.

Hoyt O. Holloway (Seal)  
Hoyt O. Holloway

Anthony H. Holloway (Seal)  
Anthony H. Holloway

Signed, sealed and delivered  
in the presence of:

Alice Mitchell  
Witness

Alfred J. Stanley  
Notary Public

