



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.

002593

PROTECTIVE COVENANTS

THIS DECLARATION OF PROTECTIVE COVENANTS, Made and published this 26th day of July, 1985, by PHILIP R. PANTER and ROY W. PANTER, of the County of Fannin, State of Georgia.

WITNESSETH:

THAT WHEREAS, PHILIP R. PANTER and ROY W. PANTER are the owners of the development generally known in the community as TIMBERLAKE ESTATES NUMBER 2 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 Lots Nos. 102, 103 and 114, and shown on a survey and plat of the TIMBERLAKE ESTATES Development made by Dugger Kiker, Georgia Registered Land Surveyor No. 1551, dated July, 1985, said plat being recorded in Plat Book 15, page 55, in the office of the Clerk of the Superior Court of Fannin County, Georgia.

WHEREAS, it is to the interest, benefit and advantage of PHILIP R. PANTER and ROY W. PANTER, 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 PHILIP R. PANTER and ROY W. PANTER, and each and every subsequent owner of any of the lots in said development, said PHILIP R. PANTER and ROY W. PANTER 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 PHILIP R. PANTER and ROY W. PANTER, 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 twelve (12) months from the date that construction begins.

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 LOCATIONS: No house will be built closer to an adjoining subdivision lot than twenty (20) 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 (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 the houses erected on said lots.

8. NUISANCES: No noxious or offensive activity will be carried on upon said 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 completely free of any junk, (including old vehicles and discarded appliances), trash, and garbage.

GEORGIA, Fannin County, Clerk's Office Superior Court
Filed for Record... day of Sept 1965
at 2:30 o'clock PM Recorded Sept 6 1965

9. ARCHITECTURAL CONTROL: No structure of any type will 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.

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

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

12. LOT SIZE: No lot shall be subdivided into lots of less than one (1) acre, nor shall more than one (1) house be erected on any one (1) lot, subsequent to the sale of a lot by PHILIP R. PANTER and ROY W. PANTER.

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.

Invalidation of any one of these covenants by judgment 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 PHILIP R. PANTER and ROY W. PANTER, have hereunto set their hands and seals, the day and year first above written.

Witness:
Maitha Harper
Inda A. Weaver
Notary Public.

Philip R. Panter (Seal)
Philip R. Panter

Roy W. Panter (Seal)
Roy W. Panter