



## 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.

JONES, JENSEN & HARRIS  
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ATLANTA, GA 30308-3619

2001

**AMENDED DECLARATION OF  
PROTECTIVE COVENANTS**

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GEORGIA, FANNIN COUNTY  
CLERK'S OFFICE SUPERIOR COURT  
FILED FOR RECORD 4/12/02  
AT 9A W RECORDED 4/12/02  
BOOK 442 PAGE 743-52  
*[Signature]*  
CLERK OF SUPERIOR COURT

THIS AMENDED DECLARATION OF PROTECTIVE COVENANTS for TOCCOA RIVER FOREST, PHASE II, made and published this 11<sup>th</sup> day of March, 2002, by all of the owners of property in Toccoa River Forest, Phase II.

**WITNESSETH:**

WHEREAS, on or about May 14, 1993, Paul Frank Tipton, of Fannin County, Georgia, and Taylor W. Jones, of Fulton County, Georgia, were the owners of a development known as Toccoa River Forest, consisting, in part, of all those lots, tracts and parcels of land situated lying and being located in the 8<sup>th</sup> District, 2<sup>nd</sup> Section, of Fannin County, Georgia, and being a part of Land Lot Nos. 193 and 204, as shown by plat of Phase II of Toccoa River Forest, recorded in Plat Book HA102, Pages 5-8, Fannin County Records; and

WHEREAS, on or about May 14, 1993, Paul Frank Tipton and Taylor W. Jones did publish certain Protective Covenants relating to Toccoa River Forest, Phase II, which were recorded July 2, 1993, in Deed Book 200, Pages 39-41, Fannin County Records; and

WHEREAS, Taylor W. Jones did, subsequent to the publishing and recording of the original Protective Covenants for Toccoa River Forest, Phase II, purchase all of the right, title and interest of Paul Frank Tipton in all property in Toccoa River Forest, Phase II; and

WHEREAS, Taylor W. Jones is presently the owner of Lots 29A, 30 and 31 of Toccoa River Forest, Phase II, and has sold all other lots in Toccoa River Forest, Phase II, to the individuals who are the additional signing parties to these Amended Protective Covenants; and

WHEREAS, all of the present owners of Lots in Toccoa River Forest, Phase II, recognize a need to amend the original Protective Covenants for various reasons, including a need to create a procedure for maintaining the roads leading into Toccoa River Forest, Phase II, through other sections of Toccoa River Forest, and the interior roads within Toccoa River Forest, Phase II,

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by all of the owners of property in Toccoa River Forest, Phase II, the undersigned, being all of the current owners of said properties, hereby amend the original Protective Covenants applicable to Toccoa River Forest, Phase II, by replacing said original Protective Covenants with the superseding Protective Covenants hereinafter recited, which shall become effective immediately and run with the land and shall be binding on all persons claiming under and through the present owners of properties in Toccoa River Forest, Phase II.

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1.

Mobile homes or manufactured double-wides of any type shall not be used as a residence upon said real estate. All buildings must be constructed on each lot and no pre-constructed or used houses may be moved onto any lot.

2.

Portable dwellings and camping vehicles shall not be used as a permanent residence upon the property or permanently maintained for occupancy. Portable dwellings and camping vehicles used for occasional weekend, holiday or vacation use shall be removed after each use.

3.

Each dwelling house shall have a minimum of 900 square feet of heated space. Each guest house on those lots containing 3.0 acres or more on which guest houses shall be permitted under the conditions set forth in covenant number 7 below shall have a minimum of 600 square feet of heated space.

4.

Inoperable, discarded or junk automobiles and other refuse shall not be kept or maintained on the property. Trash, garbage and other waste shall be kept in sanitary containers in the rear of each lot behind the residence. No clotheslines shall be located in the front yard or any other part of any lot which is visible from the street.

5.

Shiny tin roofs shall be prohibited. Concrete block foundations must be covered with wood, brick, stucco or stone.

6.

No lot will be used for any type of business, including commercial or agricultural; provided, however, this shall not prohibit a lot owner from having an office in the home or conducting business activity in the home or on any lot, as long as there are no signs identifying any such lot or building located thereon as a place of business, and as long as there is no frequent ingress and egress of people or vehicles (meaning no more than one vehicle at any one time) to any such lot or building located thereon for business purposes.

7.

No lot shall be subdivided into two or more parcels, any one of which contains less than 2.0 acres. Construction of more than one dwelling per lot is not permitted; provided, however, on those lots containing an area of 3.0 acres or more, one guest house may be constructed if the main

residential dwelling on said lot has been totally completed, in full compliance with these amended covenants, before commencement of construction of the guest house, or, in the alternative, a majority of the property owners in Toccoa River Forest, Phase II, have granted written permission to a property owner for a guest house to be constructed before commencement of construction of the main residential dwelling.

8.

The signers and publishers of these Amended Protective Covenants acknowledge that owners and developers of other sections of the 216 acre subdivision known as Toccoa River Forest have formed the Toccoa River Forest Homeowners' Association, Inc., and have published By-Laws and Protective Covenants of the Toccoa River Forest Homeowners' Association, Inc., in Deed Book 301, Pages 592-598, Fannin County Records, and a corrective version thereof in Deed Book 309, Pages 412-419, Fannin County Records. The Protective Covenants recited herein and not the Protective Covenants of the Toccoa River Forest Homeowners' Association, Inc., shall apply to all property in Toccoa River Forest, Phase II. However, the publishers of these Amended Protective Covenants acknowledge the need for cooperation with the Toccoa River Forest Homeowners' Association, Inc., primarily for the purpose of participating in a program for the maintenance of the roads throughout Toccoa River Forest, including the interior roads within Toccoa River Forest, Phase II. Therefore, it is hereby declared that all of the owners of properties in Toccoa River Forest, Phase II, shall become members of the Toccoa River Forest Homeowners' Association, Inc. (to the extent they are allowed to become members by that association), for the sole purpose of contributing to road maintenance expense. Each owner of property in Toccoa River Forest, Phase II (the owner of two or more lots being considered as a single owner), may be assessed not more than \$200.00 per year each annually, beginning January 2002 for year 2002, and during each calendar year thereafter, for road maintenance expenses; provided, however, at least half of the total amount of assessments collected from owners of property in Toccoa River Forest, Phase II, shall be allocated to maintenance of the roads within Toccoa River Forest, Phase II, with the other half or less of the total amount of said assessments being allocated to maintenance of other roads in Toccoa River Forest, leading from Douthit Road to the entrance to Toccoa River Forest, Phase II.

These Amended Protective 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 Phase II of Toccoa River Forest.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain any such violation or to recover damages or both.

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 undersigned owners of properties in Toccoa River Forest, Phase II, have hereunto set their hands and affixed their seals, on separate signatures pages (each dated on the date of signing), as of this 11th day of March, 2002.

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Signature page of Mary H. Dell  
Amended Declaration of Protective Covenants for  
Toccoa River Forest, Phase II

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Mary H. Dell (SEAL)  
MARY H. DELL  
Owner of Lots 23 and 24

Brethly Smith  
Witness

Sworn to and subscribed before me,  
this 3th day of Jan, 2002.

Rita C. Johnson  
Notary Public

Notary Public, Douglas County, Georgia  
My Commission Expires June 12, 2004

