



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.

CROSS REFERENCE
Deed Book 164
Page 724

071

GEORGIA, FANNIN COUNTY
CLERK'S OFFICE SUPERVISOR COURT
FILED FOR RECORD 10/17/90
APL 1:30A RECORDED 10/17/90
BOOK 164 PAGE 697-99
John W. Chastain
CLERK OF SUPERIOR COURT

3639

PROTECTIVE COVENANTS

THIS DECLARATION OF PROTECTIVE COVENANTS, made and published this the 1st day of October, 1990, by PAUL FRANK TIPTON AND TAYLOR W. JONES of the County of Fannin and the State of Georgia.

WITNESSETH

THAT, WHEREAS, said individual is the owner of a development known as TWIN CREEKS, consisting of all those lots, tracts, or parcels of land situate, lying and being located in the 9th District and 2nd Section of Fannin County, Georgia and being a part of Land Lot Nos. 122, 123, and 130 as shown by plat recorded in Plat Book _____, Page _____, Fannin County Records.

WHEREAS, it is to the interest, benefit and advantage of PAUL FRANK TIPTON AND TAYLOR W. JONES 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 PAUL FRANK TIPTON AND TAYLOR W. JONES and subsequent owner of any of the lots in said development, said 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 PAUL FRANK TIPTON and TAYLOR W. JONES.

1. Mobile homes of any type shall not be used as a residence upon said real estate.
2. Portable dwellings and camping vehicles shall not be

used as a permanent residence upon the property of 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 750 square feet of heated space.

4. Inoperable, discarded or junk automobiles and other refuse shall not be kept or maintained on the property.

5. Shiny tin roofs shall be prohibited.

6. Construction of more than one dwelling per lot is not permitted.

7. No lot will be used for any type of business, including commercial or agricultural.

8. Concrete blocks must be covered with wood, brick, stucco or stone.

9. Subject to underground utilities.

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 owner's in said development.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate and covenant 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 PAUL FRANK TIPTON AND
TAYLOR W. JONES has hereunto set their hand and affixed their
seals, this 23rd day of Sept, 1990.

Signed, sealed, and delivered
in the presence of:

William Jones
Witness:

Paul Frank Tipton
PAUL FRANK TIPTON

John Kenson
Notary Public: Notary Public, Franklin County, Georgia
My Commission Expires December 5, 1993



Taylor W. Jones
Witness:

Taylor W. Jones
TAYLOR W. JONES

Notary Public: