



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.

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GEORGIA, FANNIN COUNTY
CLERK'S OFFICE SUPERIOR COURT
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John W. Chastain
CLERK OF SUPERIOR COURT

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PROTECTIVE COVENANTS

THIS DECLARATION OF PROTECTIVE COVENANTS, made and published this the 4th day of September, 1996, by Patricia Jones of the County of Fannin, and the State of Georgia.

WITNESSETH:

THAT, WHEREAS, said individual is the owner of the development generally known in the community as TWIN SPRINGS Development of all those lots, tracts, or parcels of land situate, in the 8th District and 2nd Section of Fannin County, Georgia, and being a part of Land Lot Nos. 22 and 51, and being more particularly designated as all those lots as shown on plats recorded in Plat Book 24, pages 195 and 196, and Hanger A-220, page 1, in the Office of the Clerk of the Superior Court for Fannin County, Georgia, with the exception of Lot Nos. 7, 8, 16, 18, 19A, 20, 21, 22, 23, 24, 25, 31. All lots designated are a part of the Twin springs Development and are currently owned by Patricia Jones, and as said lots are sold shall be sold and conveyed as being subject to the Restrictions and Covenants hereinafter set forth.

WHEREAS, Patricia Jones is the owner of additional acreage adjacent to said development. It is anticipated that said development will be designated as Twin Springs also. Said property shall also be sold subject to these protective covenants when said additional acreage is platted, developed and marketed.

WHEREAS, Patricia Jones is the designated developer of the community generally known as Twin Springs.

WHEREAS, it is to the interest, benefit and advantage of Patricia 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 premisses and of the benefits to be derived by Patricia Jones and every subsequent owner of any of the lots in said development, said Patricia Jones does 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, hereinafter; these protective covenants shall become effective immediately and run with the land and shall be binding on all persons claiming under and through Patricia Jones, to-wit:

DECLARATION OF RESTRICTIONS, LIMITATIONS, AND COVENANTS RUNNING WITH THE LAND

COMMON ROAD (SOMETIMES CALLED HEREIN, COMMON ROADWAY): Shall mean any road which is set out on the composite survey and plat for Twin springs and recorded in the Office of the Clerk of the Superior Court for Fannin County, Georgia.

PARCEL: Shall mean any sub-portion of: the subject realty, or any sub-portion or unit of any present or future dwelling improvements located thereon (except: any common road now or hereafter existing)

PARCEL OWNER: Shall mean owner, so long as the owner owns any parcel, and owner's successors and assigns; and any present or future holder of all or any portion of the fee simple title, or equity of redemption, to any parcel, as defined herein (or to any undivided interest therein).

RESIDENTIAL: Shall mean, when used in reference to the permitted use of this realty, and any of its present or future parcels as herein defined, the use thereof exclusively for: the lodging of persons, recreational and related use; provided that, said term, residential, when used in reference to the permitted use of any parcel of the subject realty, shall not prohibit or exclude the acquisition, improvement, or use thereof for, investment, rental, or lease, of any parcel for residential purposes and uses, as defined herein.

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ESTABLISHMENT OF PROPERTY OWNERS' ASSOCIATION: The establishment of a Property Owners' Association is at the discretion of the Developer. Upon the creation of said Association, the establishment and adoption of the initial by-laws and regulations by the Developer, the by-laws shall apply to and govern the realty, all present and future parcels, and all present and future parcel owners and those claiming by, through or under them. All present and future parcels, and all present and future parcel owners and those claiming by, through or under them are hereby placed on notice as to the right of the Developer to form a property owners' association and by the acquisition of a parcel of land in the subject development agree to be bound thereby.

SCOPE OF COVENANTS: These covenants, and the Association's By-laws, if any, and any amendments thereto, shall apply to and govern the realty and its present or future lots, community water system and common roads together with the use thereof.

COVENANTS TO RUN WITH THE LAND: All covenants herein stated, and any amendments or additions thereto, and the Association's present or future By-laws, if any, shall run with, and shall be binding upon all persons or entities claiming under them.

ENFORCEMENT OF COVENANTS: The Developer or the various property owners shall be solely and exclusively empowered to enforce these covenants, either by lawful self-help methods, or by proceeding at law or in equity against any person or entity violating, or attempting to violate, these covenants; including, but not limited to, actions for injunctive or damages relief, or both.

PERMITTED USERS OF COMMON ROADWAYS: Developer and all parcel owners, and those claiming by, through, or under, them, together with their respective SPECIFIC INVITEES AND GUESTS, (but not members of the public generally), shall have and may exercise the continuing and perpetual non-exclusive common right of vehicular and pedestrian ingress and egress over and along all present or future common roadways on the subject realty, as a means of access, serving only the subject realty, and its parcels, (or other adjoining lands now, or hereafter, owned by Developer), to and from any public roads now or hereafter serving the subject realty; and to or from any present or future parcel, or common area, thereof.

RESERVATION OF PERMANENT ROADWAY EASEMENT: Perpetual, common, and non-exclusive common roadway access right-of-way easements, twenty (20) feet in width on both sides of the center line of all common roadways, (total common roadway width being forty (40) feet), permanently reserved for the benefit of Developer and parcel owners, through and over the subject realty and all present or future parcels sold off or out of said realty; together with all attending rights of entry and easements (for the benefit of Developer or parcel owners only) to improve, clear, grade, ditch, construct, repair, maintain and replace, said common roadways and right-of-ways from time to time in the future.

NO IMPLIED ACCESS RIGHTS OVER COMMON ROADS: Only Developer and Developer's successors, and parcel owners, and their respective specific invitees and guests, and not the public generally, shall be permitted use of said common roadways as a means for said common access. Provided that no parcel owner or other grantee shall have or acquire, by inference, implication, or otherwise, any common roadway access easement, interest, or right in any proposed or platted common roadway that may now or hereafter be depicted on any plat, unless and until such proposed roadway shall have been actually cleared, graded, constructed, and either graveled or paved by Developer, or someone claiming by, through, or under Developer.

CONVERSION TO PUBLIC WAY: So long as Developer owns any remaining portion of the subject realty, Developer reserves the exclusive, absolute and irrevocable right and power (which power shall be deemed to be a power coupled with an interest and irrevocable, at any time hereafter,) and in the sole and absolute discretion of Developer (or the Association as the case may be), to convey or dedicate the full, valid, unencumbered, and marketable, fee simple title and ownership, in and to all, or any portion of, these present or future common roadways; to any governmental entity, FOR PUBLIC ROAD PURPOSES AND USES.

RESTRICTION ON USE OF COMMON ROADWAYS TO SERVE ADJOINING LANDS: No present or future parcel owner (other than Developer) shall construct or permit the construction of any additional roadways over any portion of their respective parcels as a means of access serving any adjoining lands not encompassed within the original boundaries of the subject realty; however, this subject prohibition shall not apply to Developer or any portion of the realty then under the control of the Developer.

REPAIR, MAINTENANCE, IMPROVEMENT, AND REPLACEMENT OF COMMON ROADS: The Developer shall be fully authorized and empowered, to make and control all repairs, maintenance, improvement, and replacement of all common roads, following their initial construction and graveling or paving by Developer. And the Developer has absolute control over the use and operation of all common roadways, and all such matters pertaining thereto.

UTILITY EASEMENT: Developer, for the benefit of Developer and Developer's successors and assigns reserves the absolute, exclusive, continuing, and non-exclusive right and easement to construct, erect, place, repair, maintain, and replace, from time to time, along any present or future constructed common roadway, any utility lines, pipes, conduits, devices, implements, or related components, fixtures, apparatuses, and assemblages.

ARCHITECTURAL, SCENIC, AND USE: The following covenants shall govern the architectural and scenic characteristics, and the use, of all parcels: No parcel, or its configuration, as originally sold and conveyed by Developer, shall be thereafter altered in size or configuration, or subdivided, by any parcel owner or his successors and assigns. Provided that, Developer reserves the unconditional right to alter the size or configuration, subdivide, or create new, parcels, and to replat, any unsold parcel, prior to its original sale and transfer to a parcel owner, and in such case any such altered or newly created parcels shall be subject to these covenants. Parcels shall be used solely for residential purposes and related uses as defined herein; provided that parcel owners may improve, lease, or rent their respective parcels for residential purposes (as provided in these Covenants). Parcel owners may rent or lease their parcels for occupancy by other occupants. Renters must conform to all covenants and restrictions. However, no for rent or for sale signs, either individual or by a realtor shall be permitted to be placed on the subject lots.

RUBBISH ON PROPERTY: It is expressly prohibited to accumulate, collect, or to allow to exist piles of rubbish, ruffraff, junk, refuse, debris, trash or garbage on any parcel.

JUNK MOTOR VEHICLES: No junk motor vehicles may be kept on the subject realty, or any parcel or common roadway thereof.

COMMON ROADWAYS TO BE KEPT CLEARED: No obstruction of the common road right-of-way areas shall be permitted.

ANNOYANCES: No noxious, annoying, offensive, or perilous activity, noise, odor, light, or condition shall be permitted to exist on any parcel, which may be or become an annoyance or a nuisance to other present or prospective parcel owners.

PETS; LIVESTOCK, ETC.: No livestock, animal, poultry, or reptile house, stable, barn, lot, coop, or any other similar structure, shall be constructed or placed on any parcel, nor shall any cows, pigs, goats, horses, turkeys, chickens, fowl, rabbits, or other livestock animal, fowl, or reptile of any nature or classification whatsoever be kept, maintained, or raised on any parcel.

DWELLING LOTS: One single family dwelling, duplexes or triplexes may be constructed or placed upon any numbered lot or parcel. All dwellings shall have a minimum of 720 square feet of heated living space. No mobile homes shall be permitted as temporary or permanent housing.

COMMUNITY WATER SYSTEM: Developer has or will install a community water system for the purpose of supplying water to the lots located in the subject development. Developer covenants and agrees to furnish water under adequate pressure and in an adequate amount for reasonable residential consumption to each lot owner in the development until such time as Developer has sold all of the lots in the development and has furnished water lines to all of the lots in the development. Developer agrees to keep the well, pumps and those pipes and lines which lie within the right of way of the roads in the development in good repair. Each lot owner shall be responsible for the maintenance and repair of the lines which lead from the main water line across his lot and to his house. Developer shall be responsible for the quality and purity of the water furnished to each lot owner only to the extent required by law and nothing contained in these covenants shall be construed as enlarging the liability of the Developer for personal injuries to lot owners and members of the owner's family or any other persons and Developer shall be liable for such injuries only if Developer is negligent and such negligence shall be determined without regard to the provisions of this Agreement. Developer agrees to allow such inspections of the water system as may be required by law on behalf of any governmental agency. Lot Owner agrees to pay \$20.00 per month for the water service. This monthly rate is subject to change.

SURVIVAL OF LIABILITY: The breach or non-performance of any obligations by parcel owners arising under these Covenants, shall give rise to personal liability and such liability shall survive the termination of ownership of a parcel. In the event of such liability, the Developer shall not be put to any election of remedies, and any or all such remedies may be pursued and exercised, or may be deferred or non-exercised, in any manner, sequence, or method deemed appropriate by the person or entity having the right to exercise such remedies.

FOR AND IN CONSIDERATION OF THE PREMISES, and the benefits flowing to Developer and parcel owners under the provisions and operation of these Covenants, and in witness thereof, Developer, by and through its undersigned duly authorized representatives, has hereunto below set its hand and seal this 4th day of September 1996.

Patricia Jones

Patricia Jones SEAL

Signed, sealed and delivered in the presence of:

Amy Bruce
Witness

[Signature]
Notary Public
Notary Public, Fannin County, Georgia
My Commission Expires March 9, 1998