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PROTECTIVE COVENANTS

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GEORGIA, FANNIN COUNTY
CLERK'S OFFICE SUPERIOR COURT
FILED FOR RECORD 5/18/92
At 2:30P.M. RECORDED 5/18/92
BOOK 186 PAGE 719-22
John W. Cheatham
CLERK OF SUPERIOR COURT

THIS DECLARATION OF PROTECTIVE COVENANTS is made and published this 18th day of May, 1992, by LAKE TOCCOA DEVELOPMENT COMPANY, a corporation organized under the laws of the State of Georgia.

WITNESSETH:

THAT WHEREAS, said corporation is the owner of the development generally known in the community as STAR CREEK ESTATES and being a development of all those lots, tracts or parcels of land situate, lying and being in the 7th District and 1st Section of Fannin county, Georgia and being part of Land Lot Nos. 2, 3 & 35, and shown on a plat of survey of STAR CREEK ESTATES prepared by Lane S. Bishop, Georgia Registered Land Surveyor No. 1575, dated May 4, 1992, said plat being recorded in Plat HANGER A-57 PAGES 2-8, in the office of the Clerk of Superior Court, Fannin County, Georgia.

WHEREAS, it is to the interest, benefit and advantage of LAKE TOCCOA DEVELOPMENT COMPANY, 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 LAKE TOCCOA DEVELOPMENT COMPANY, and each and every subsequent owner of any of the lots in said development, said LAKE TOCCOA DEVELOPMENT COMPANY 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, hereafter; these protective covenants shall become effective immediately and run with the land and shall be binding on all persons claiming under and through LAKE TOCCOA DEVELOPMENT COMPANY, 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

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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 fifteen (15) 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.

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. All utilities shall be underground.

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.

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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.

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 Lots 1-49, 78 or 79, nor more than two (2) houses per lot constructed on all remaining lots, subsequent to the sale of a lot by LAKE TOCCOA DEVELOPMENT COMPANY.

13. DWELLING SIZE: No one-story house or dwelling shall be constructed on any lot with less than 1200 square feet of heated living space on the ground floor area of the main structure, excluding porches, decks, garages and basements. No multi-level house shall be constructed on any lot with less than 1000 square feet of heated living space on the ground floor area of the main structure, excluding porches, decks, garages and basements.

14. ANIMALS: No animals, livestock or poultry shall be raised, bred or maintained on any subdivision lot, except that dogs, cats or other ordinary household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

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.

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.

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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 LAKE TOCCOA DEVELOPMENT COMPANY, by and through its corporate officers, have hereunto set is hand and seal, the day and year first above written.

LAKE TOCCOA DEVELOPMENT COMPANY

By: Tom Revey (Seal) President

Attest: Martha B. Woodard (Seal) VP.

Signed, sealed and delivered in the presence of:

Debra J. Woodard
Witness

Beth K. Garwood
Notary Public
Seal