

CLERK'S OFFICE SUPERIOR COURT  
 FILED FOR RECORD 7/26/95  
 AT 4:30PM RECORDED 7/27/95  
 BOOK 231 PAGE 34-37  
 Arthur W. Christian  
 CLERK OF SUPERIOR COURT

PEOPLES BANK OF FANNIN COUNTY  
 P.O. BOX 1749  
 BLUE RIDGE, GA 30613

STATE OF GEORGIA,  
 COUNTY OF FANNIN.

3581

DECLARATION OF RESTRICTIONS, LIMITATIONS AND  
 COVENANTS RUNNING WITH THE LAND FOR  
 TOCCOA BEND SUBDIVISION PHASE I AND PHASE II

WHEREAS, TOCCOA PROPERTIES, INC., the holder of the legal title to the below listed subdivision known as "Toccoa Bend Phase I and Toccoa Bend Phase II", said tracts being located in the 7th District, 1st Section of Fannin County, Georgia, and being 96.60 acres in Land Lots 241, 264, 265 and 277 as shown on plat of survey prepared by Blairsville Surveying Company and recorded in the Office of the Clerk of Superior Court, Fannin County, Georgia, in Plat Book A-178 Page 3.

The purpose of the following restrictions and covenants is to ensure the use of said realty by the Owners, to prevent the impairment of the attractiveness of said realty, and to maintain the desired character of the community, and thereby to secure each present or future owner, the full benefit and enjoyment of their property. The restrictions and restrictive covenants hereinafter set out are to run with the land and shall be binding upon all parties and persons owning lots in Toccoa Bend Phase I and II or claiming under them.

If the owners of such lots or any of them, or their heirs, successors and assigns shall violate any of the covenants hereinafter set out, it shall be lawful for any other person owning real property situated in said subdivision to prosecute any proceeding at law or in equity against the person or persons violating any of such covenants and either to prevent him from so doing or to recover damages for such violations, or both. Invalidation of any of these covenants by judgment or otherwise shall in no way affect any of the provisions which shall remain in full force and effect.

1. After the conveyance of a lot or tract by the Developer, no lot or tract shall be subdivided into another lot.
2. All subdivision lots are for single family residential purposes only. Only one residence shall be erected on any one lot.
3. No house trailers, mobile homes, double-wide trailers, relocated older homes or any other similar structures shall be permitted on any lot at any time except for construction purposes during the construction period. (See Restriction #4)
4. When the construction of any building is once begun, work thereon must proceed diligently and must be completed on the outside within six (6) months from the start thereof and totally completed within twelve (12) months. No outbuilding, garage, shed, tent, trailer, or temporary building of any kind shall be erected prior to commencement of the erection of a residence, as is permitted hereby, and no outbuilding, garage, shed, tent, travel trailer, basement, or temporary building shall be used for permanent or temporary residence purposes; provided that this paragraph shall not be deemed or construed to prevent the use of a temporary construction shed, or trailer during the period of actual construction of any residential structure on such property, or the use of adequate

sanitary toilet facilities for workmen which may be provided during such construction.

5. Each single family residence shall be constructed with at least one thousand (1,000) square feet of heated living space, exclusive of any carport, garage, basement, deck, patio and open porches.
6. No lot shall be used for commercial activity or business.
7. No animals, birds, or fowl shall be kept or maintained on any part of the property, except ordinary household pets (e.g. dogs, cats, pet birds) which may be kept thereon in reasonable number as pets for the pleasure and use of the occupants but not for any commercial use or purpose. Pets shall not be allowed to run free without direct supervision.
8. No lot shall be used in whole or in part for any illegal activity or for the storage or rubbish of any character whatsoever or for the storage of any property or thing that will cause such lot to appear in any unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any lot that will emit foul or obnoxious odors or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property. Also, no automobiles, trucks, or other motor vehicles without a current years license tag may be placed on the property. No campers, recreational vehicle, boat and trailer; or utility trailer shall be left on the premises except on a temporary basis.
9. No building or any part thereof, including garages or porches shall be erected on any lot closer than twenty (20) feet to the line bordering any subdivision road, or closer than ten (10) feet to either side lot line. Where two, or more lots are acquired as a single building site, the lot shall refer only to the lot lines bordering the adjoining property owner.
10. Exterior finish must be of permanent type such as brick veneer, masonite, wood siding, log house, and other architecturally compatible dwelling type. The exterior finish on the siding shall be a material and color that blends with the surroundings. No building may be constructed of concrete or other block, unless stuccoed nor shall it have a tin roof except for baked on enamel metal roofs. It is the intent and purpose of this restriction to insure that all dwellings shall be of "quality" workmanship and materials.
11. No motorcycles or other externally mounted engined vehicle shall be permitted in the development except for the entry and exit from the area. All such vehicles shall be properly muffled so as not to disturb the neighborhood.
12. No signs of any type shall be displayed to public view on any portion of said property except one sign advertising the property for sale, or a temporary builder sign. ~~Said sign shall not be any larger than 36" x 36".~~ An exception shall be that the owner/ developer of said property shall be allowed larger "For Sale" signs for the initial sale of the property. All such signs shall be professionally lettered and neatly installed.

13. The grounds of each lot (whether vacant or occupied) shall be maintained in a neat and attractive condition.
14. There is created contemporaneously herewith Toccoa Properties Homeowners Association, Inc. (the "Association") into which is hereby quitclaimed, transferred and conveyed all roadways, common areas, and common amenities and utilities. Lots in both Toccoa Bend Phase I and II shall be included in and subject to the Association. Also created by the Association is an escrow account for deposit by the lot owners and developer of funds on a prorata basis for maintenance and repair of roads, common areas and utilities. Maintenance costs and voting rights of members of the Association shall be allocated and apportioned with each lot owner contributing or voting their share according to lot ownership. All decisions shall be made by majority vote with each lot allotted one vote.
15. It is explicitly understood by the lot owners that damage to the subdivision roads caused directly by ongoing construction of a particular owner shall be the responsibility of said owner to repair. Said damage would include only that caused by irresponsible use and loading of said road during adverse conditions.
16. All utility lines (including electrical, telephone and cable TV lines) shall be placed underground, and no utility line shall be placed overhead. No satellite dish larger than 24 inches shall be allowed.
17. There are hereby reserved for the purpose of installing and maintaining utility facilities and for such other purposes incidental to the development of the property, easements along the subdivision roads and lot lines. All claims for damages, if any arising out of the construction, maintenance, and repair of utilities or on account of temporary or other inconveniences caused thereby against owner or any of its agents or servants are hereby waived by the lot owners.
18. No new roads shall be built across any lot for the purpose of connecting with the interior roads of Toccoa Bend Phase I or Phase II.
19. Before construction may begin, the lot owner shall contact the Fannin County Health Department to get approval of the location of construction.
20. No noxious or offensive activity will be carried on upon any lot, nor shall anything be done thereon 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 or common area, nor will any lot or common area be used for any illegal purpose.
21. These covenants and restrictions shall run with said land and shall be binding upon all portions and all persons claiming them for a period of twenty-five (25) years from date at which time said covenants shall be automatically extended for a successive ten (10) years unless an instrument, signed by a majority of the then recorded owners of the land agree to change said covenants in whole or in part, is executed and recorded. These covenants may sooner be changed at anytime if all of the then owners agree.

IN WITNESS WHEREOF, the Owner hereby sets its hand and affixes its seal, this 15 day of April, 1995.

TOCCON PROPERTIES, INC.

(SEAL) Stacy Pless

By [Signature]  
President

Antonia Weaver  
Notary Public

My Commission Expires:

MY COMMISSION EXPIRES FEBRUARY 23, 1997