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**DECLARATION OF PROTECTIVE AND RESTRICTIVE
COVENANTS, GRANT OF EASEMENT AND
ROAD MAINTENANCE AGREEMENT
FOR THE
CHESTATEE RIVER FARMS SUBDIVISION**

STATE OF GEORGIA,
COUNTY OF LUMPKIN.

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Stephen E. Champ, David G. Champ and Patricia C. Champ (hereinafter sometimes referred to as "Owners"), are the owners of certain lands in Land Lots 256, 271, 272, 273, 274 and 275 of the 15th District and 1st Section of Lumpkin County, Georgia; and

WHEREAS, the said Owners, in order to provide for the orderly development, improvement, and maintenance of the property and to provide for the mutual benefit and protection of the property rights of Owners, and of the persons who may hereafter own and reside in and on the property, desire to establish certain standards, impose certain restrictions, provide for a property owner's association, and reserve unto themselves certain rights and privileges; and,

WHEREAS, Owners deem it to be suitable and appropriate to publish said standards and restrictions and impose the same upon the land so as to establish the same as covenants and restrictions running with the title to the land.

NOW, THEREFORE, for and in consideration of the premises, and the mutual benefits accruing to Owners and to the subsequent purchasers of said property, Owners, do hereby declare said real property to be subject to the following covenants and restrictions, which shall run with the title to the land. These covenants and restrictions shall be binding on and inure to the benefit of Owners, their successors and assigns. Said covenants and restrictions shall be as follows:

GENERAL RULES

1. No commercial use of any nature shall be conducted on any lot, which shall include, but is not limited to, repair of vehicles or equipment, storage of trucks or large equipment, camp site operations, or any "at home" business generating

GEORGIA, LUMPKIN COUNTY
CLERK'S OFFICE, SUPERIOR COURT

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Edward E. Tucker
EDWARD E. TUCKER, CLERK

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client traffic. No signs other than standard mail box signs are allowed. This restriction shall not, however, limit the operation of a home office by an investor, consultant, or other professional who does not generate client traffic and shall not limit the operation of multi-family housing, both rental and condominium, when approved by Lumpkin County.

2. Horses and household pets, such as dogs and cats may be kept in reasonable numbers solely as pets, but not for any commercial use. Kennels, pens, or fences shall be set back from the property lines and adequately screened so as not to be a nuisance to adjoining neighbors. No commercial or noncommercial poultry houses or pig pens will be allowed on any lot.

3. No single-wide mobile homes nor double-wide or multi unit mobile homes shall be permitted to be installed on said lots for any purpose at any time. It is intended that these restrictions shall include any structure which was at any time a mobile home or part of a mobile home.

4. Site built construction, modular construction, kit homes and pre-fabricated housing shall be permitted.

5. No travel trailers, recreational vehicles, or camper vehicles of any type shall be installed or kept on any lot on a permanent or semi permanent basis. Travel trailers, recreational vehicles or camper vehicles may be used on a temporary basis, not to exceed six months at a time, so long as such use is approved by Lumpkin County for both electric power and sewage disposal. No owner may dump raw effluent of any kind, to include waste water, from any camper except into a septic system or other discharge facility approved by Lumpkin County. Any owner may, however, store any vehicle set out above, or any boat or other vehicle reasonably moved by trailer, on his lot after the primary dwelling has been completed. Such storage shall be more than fifty feet from any property boundary.

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6. Minimum setback for all structures other than a well-house is 50 feet from the right of way of the road, and 50 feet from adjacent property boundary lines.

7. No parcel as set out on the original plat shall be subdivided unless each of the resulting smaller parcels contains a minimum of five (5) acres, exclusive of road right of way and river acreage.

8. No property owner will do or permit to be done any act upon his property which may become a nuisance to other property owners, or which shall unreasonably disturb the peace and tranquility of any other lot. No abandoned cars, trucks or other vehicles shall be allowed to remain on any lot.

LOT MAINTENANCE

1. The owner shall maintain his lot including grass, trees, shrubs and all improvements such as storage buildings, porches, awnings, and carports in good repair. They shall be kept in a clean, neat and attractive condition.

2. No garbage or trash will be allowed to remain on any part of any lot.

GRANT OF EASEMENT
and
ROAD MAINTENANCE AGREEMENT
FOR THE
CHESTATEE RIVER FARMS SUBDIVISION

Owners, in consideration of the benefits above set out, do hereby grant, sell, give and convey to all subsequent Grantees of any interest in the lands hereinabove set out a perpetual, non-exclusive easement to the existing roadway providing access to the subject property along and with the present course of the road. This easement shall be sixty-feet in width, being thirty feet on either side of the existing center line, and shall be for the purpose of ingress, egress, the installation of utilities and other legal purposes. This easement shall be a covenant running with the land, as hereinbelow provided, and shall not be abandoned for want of use. This conveyance is for the use, benefit and behoof of all subsequent Grantees, their heirs, successors and assigns, and shall be binding on Grantors, their successors and assigns.

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This easement shall be a private road, not maintained by any government agency, and shall be subject to the following Road Maintenance Agreement.

1. Each subsequent Grantee who owns any beneficial interest in any Chestatee River Farms Subdivision property which has any legal access to, over, or by said road easement, whether used or not used, shall be an owner under the terms of this Road Maintenance Agreement.

3. Owners, as Developer, and any Grantee holding title to any interest in said property shall be assessed an annual road maintenance fee of Ten and no/100s Dollars (\$10.00) per acre.

4. Owners, as Developer, and their successors in the Property Owners' Association as hereinbelow provided, shall maintain all moneys collected under this agreement in a trust account. All such moneys shall be spent on road maintenance for the general welfare of all owners.

5. Assessments and charges for maintenance of the easement road shall be due and payable without further notice on December 15 of each year.

6. Assessments and charges for maintenance of the easement road, if not paid within fifteen (15) days following the due date of December 15 each year, shall constitute a lien on the subject lot or part thereof, which lien shall also secure all costs including reasonable attorney fees incurred by the Owners or the association in connection with the collection of the assessment or enforcement of the lien.

PROPERTY OWNERS' ASSOCIATION

1. As soon as Owners, deem, in their sole discretion, that a sufficient number of lots in the subdivision have been sold, Owners shall activate a property owners' association for the purpose of maintaining the standards and enforcing the restrictions contained in this Declaration of Covenants and Restrictions and Road Maintenance Agreement, and for such additional purposes as their membership shall from time to time deem necessary or proper. Said association shall be known as the Property Owners' Association, but may be organized as a corporation or an unincorporated association. Each owner of any lot within the development shall, by acceptance of the deed of conveyance, be required to become a member of the association and shall be subject to its rules and regulations. Owners shall have one vote for each five acres of land owned in Chestatee River Farms Subdivision.

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2. The association shall have, in addition to those powers and authority contained elsewhere in this Declaration, and not by way of limitation or restriction, the following powers and authority:

(a) To enforce and provide for the enforcement of the covenants and restrictions contained herein.

(b) To assess and collect from the members such sums as may be necessary or proper under the Road Maintenance Agreement herein set out.

(c) Upon approval of a majority of the owners, to increase the annual assessment for road maintenance and to change the due date to some other date certain. Any such increase in the road maintenance fee shall also be a lien on the property until paid. No annual increase shall exceed Five and no/100s Dollars (\$5.00) except by approval of 75 per cent of the owners, in which case no annual increase shall exceed Ten and no/100s Dollars (\$10.00). Upon unanimous consent any increase is permitted.

(d) The association shall, when directed by Owners, and as provided in the Agreement, manage the road maintenance fund for the benefit of all users of the said road.

(e) When Owners desire to activate the association, they shall give all of the then owners of lots in the Chestatee River Farms written notice of that fact, shall give all owners a copy of the proposed by-laws of the association, and shall give all owners notice of the date of the first meeting of the association. At the said first meeting, said by-laws will be approved and adopted by the members unless the members make any changes in said by-laws by the vote of seventy-five percent (75%) of the owners of lots. The initial officers of the association shall also be elected at the first meeting. Subsequent to the adoption of by-laws and election of officers of the association, Owners shall have no further responsibility or liability for the maintenance of any common areas or private roads and such responsibility shall be the sole responsibility of the association.

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EFFECTS OF COVENANTS AND RESTRICTIONS

1. These covenants and restrictions shall run with the land and shall be binding upon all parties and all persons claiming under them for a minimum period of twenty (20) years from the date these covenants and restrictions are recorded, after which the said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by seventy-five percent (75%) of the then owners of the lots has been recorded agreeing to terminate or change said covenants and restrictions in whole or in part.

2. These covenants and restrictions may be changed, modified or amended by a duly recorded instrument signed by the owner or owners of seventy-five percent (75%) of the lots in the development.

3. Each and every covenant and restriction contained herein shall be considered to be an independent and separate covenant and agreement, and in the event that any one or more of said covenants or restrictions shall be declared null and void, the remainder shall nevertheless remain in full force and effect. The failure of any party or person to enforce a covenant or restriction contained herein in any instance or against any person shall not constitute a waiver or abrogation of said covenant or restriction.

4. The covenants and restrictions contained herein are supplementary to and independent of any and all laws or rules of any governmental agency, and except insofar as these covenants and restrictions shall be rendered void or shall be in conflict with the laws or rules of any laws or rules of any governmental agency they shall not be deemed to have changed by virtue of any laws or rules hereinafter enacted or established by a governmental agency.

IN WITNESS WHEREOF, Owners have hereunto set their hands and affixed their seals this 26th day of November, 1991.

As to the signature of:
Signed, sealed and delivered
in our presence this 26th
day of November, 1991.

Jay Sullens
Unofficial Witness

Jina Brown
Notary Public

Commission Expires: 10-22-93

Patricia G. Champ (SEAL)
PATRICIA G. CHAMP

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As to the signature of:
Signed, sealed and delivered
in our presence this 25th
day of November, 1991.

Walter C. Horn, Jr.
Unofficial Witness

Chamler Monroe
Notary Public
Commission Expires: 7 June 93

Stephen E. Champ (SEAL)
STEPHEN E. CHAMP

As to the signature of:
Signed, sealed and delivered
in our presence this 25th
day of November, 1991.

Walter C. Horn, Jr.
Unofficial Witness

Chamler Monroe
Notary Public
Commission Expires: 7 June 93

Stephen E. Champ for (SEAL)
DAVID G. CHAMP
David G. Champ

LB

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LW

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