

DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS
FOR CHESTATEE TRACE

STATE OF GEORGIA,
COUNTY OF LUMPKIN.

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned, HOYT WAYNE GIBSON, hereinafter referred to as "Developer", is the owner of certain land in Land Lots 991 and 992 of the 12th Land District, 1st Section, of Lumpkin County, Georgia, consisting of 60.81 acres, more or less, as depicted on a plat of survey of Chestatee Trace, recorded in Plat Book 13, page 99, Lumpkin County Records, and incorporated by reference herein; and

WHEREAS, the said Developer, in order to specify, protect and preserve those features of Chestatee Trace which are unique and to provide for a comprehensive and orderly development of Chestatee Trace in accordance with the standards of quality intended and desired by Developer, and to provide for the mutual benefit and protection of the property rights of Developer and of the persons who may hereafter own and reside in and on the property, does desire to establish certain standards, impose certain restrictions, provide for a property owner's association, and reserve unto Developer certain rights and privileges; and

WHEREAS, Developer deems it to be suitable and appropriate to publish said standards and restrictions and impose them upon the land so as to establish them as covenants and restrictions running with the title to the land;

NOW, THEREFORE, for and in consideration of the promises and the mutual benefits accruing to the Developer and to the subsequent purchasers of property in Chestatee Trace, Developer does hereby declare said real property to be subject to the following covenants and restrictions, said covenants and restrictions to run with the title to said land. Said covenants and restrictions shall be binding on and shall inure to the benefit of Developer, his successors and assigns, and shall be binding on and inure to the benefit of the grantees of any deed conveying any building site or building sites, or any parcel or tract, as well as being binding on and inuring to the benefit of their heirs, successors and assigns. Developer shall also have the right to make further phases of Chestatee Trace development project subject to the same covenants and restrictions by means of a supplemental declaration or by means of new and separate covenants to be recorded on the public records of Lumpkin County, Georgia, which shall describe any such property so added to these covenants and restrictions. Said covenants and restrictions shall be as follows:

GEORGIA, LUMPKIN COUNTY
CLERK'S OFFICE SUPERIOR COURT

FILED 3:15 P M July 16, 1985
RECORDED IN Deed BOOK 13 PAGE 562 .568
THIS 16 DAY OF July 19 85

Edward E. Tucker
EDWARD E. TUCKER, CLERK

I.

PERMITTED AND PROHIBITED USES

1. All building sites within the development will be owned and used exclusively for single family residential purposes. No more than one dwelling shall be constructed on any building site as platted.
2. No signs of any character shall be erected or displayed within the development with the exception of directional signs, signs identifying the residence and owner, and "for sale" signs; and any such signs so permitted shall be approved by Developer with respect to dimensions, placement and design. Mailboxes shall comply in dimension and design to the regulations of the Architectural and Landscape Control Committee.
3. No lot or tract in the Subdivision shall be further subdivided by any owner. However, the owners shall have the right to adjust the boundary lines between their lot and adjoining lots as long as no new lots are created.
4. No dwelling unit shall be constructed having a floor area exclusive of garage, covered walks, basement, and open porches and decks of less than 1,300 square feet.
5. Recreational facilities such as swimming pools, playhouses and similar structures shall be set back a reasonable distance from property lines and screened from abutting or adjacent building sites and public roads. No outdoor lighting or security lighting shall be permitted unless it is designed and located in such a way as to cast substantially all of the light within the building site wherein it is located.
6. Free standing garages and accessory buildings may be constructed but shall not be used for permanent or temporary residence purposes. The design of all such garages and accessory buildings shall be in keeping with house as determined by the Architectural and Landscape Control Committee. Walls, hedges and fences constructed along lot lines shall also be subject to the rules and regulations of the Architectural and Landscape Control Committee.
7. Clotheslines or drying yards shall be located so as not to be visible from the road. All propane gas tanks and other such tanks shall be either screened from the road and adjoining lots or buried.

Page Three
Declaration of Protective and Restrictive
Covenants for Chestatee Trace

8. Household pets, such as dogs and cats may be kept or maintained in reasonable numbers solely as pets for the pleasure and use of the occupants, but not for any commercial use or purpose. Kennels, pens or other facilities where pets are kept shall be set back from the property lines and adequately screened so as not to be a nuisance to the residents of abutting or adjacent building sites. No commercial or non-commercial poultry houses, pig pens or stables shall be permitted to be operated on the property, except that approval for stables may be granted by the Architectural and Landscape Control Committee only on those lots which are large enough and which contain suitable vegetation and topography for stables and horses.

9. No weeds, garbage or refuse piles, trash or other unsightly objects shall be allowed to be placed or to remain on any part of any lot, including vacant building sites.

10. Subject to governmental regulations, garbage and trash receptacles shall be so located as not to be visible from the street and shall be maintained in good condition.

11. No vehicle shall be located, kept, parked or stored on any lot unless it is in running condition, in good repair with current registration. Developer or the Architectural and Landscape Control Committee shall have the right to require that other vehicles kept on any lots shall be screened from the view of any road or any adjoining lot. These provisions shall also apply to recreational vehicles, campers, trailers, boats, trucks and vans.

12. The owner of each lot which has frontage on the Chestatee River shall not construct any private dock, dam, or other structure of a temporary or permanent nature within a thirty (30) foot strip beginning at the edge of the river, nor shall any owner grade, fill or alter in any way the course of the Chestatee River or its banks as they now exist, nor shall any owner cut or remove any trees, shrubs or ground cover for a distance of 30 feet from the edge of the river.

13. When the construction of any structure is once begun, work thereon shall be pursued diligently and the exterior shall be completed within a reasonable time not to exceed twelve (12) months from the date construction is begun.

Page Four
Declaration of Protective and Restrictive
Covenants for Chestatee Trace

14. As soon as construction of any house or other improvement has been completed, the owner of the lot shall clear and remove all logs, stumps, limbs and other debris from the lot unless burial of such material on the lot is approved by the Architectural and Landscape Control Committee.

15. No mobile homes, double-wides or temporary housing of any type shall be located on any lot.

16. No metal buildings, metal out-buildings, metal garages or metal tool sheds shall be constructed or located on any lot.

17. No lot shall be used for any commercial purpose, including, but not limited to public campsites, rafting, or canoeing ventures.

18. No exposed concrete block structures other than foundations shall be constructed on any lot. All concrete block work must be covered with brick, wood, stucco or other materials approved by the Developer or by the Architectural and Landscape Control Committee.

19. All purchasers and their heirs and assigns agree to annexation of the tract into the City of Dahlonega should the City approve annexation at some future time and agree to execute any documents required for annexation.

20. No tents or campers may be erected or used for human habitation on any lot for more than a total of two weeks out of any year without written approval of the Architectural and Landscape Control Committee. However, a lot owner may live in a trailer or motor home for no more than twelve (12) months while actively engaged in the construction of a house on that lot, but under no other circumstances.

II.

CHESTATEE TRACE PROPERTY OWNERS' ASSOCIATION

1. As soon as Developer deems, in his sole discretion, that a sufficient number of lots in the development have been sold, he shall activate a Property Owners' Association for the purpose of maintaining the standards and enforcing the restrictions contained in this Declaration of Protective and Restrictive Covenants, and for such additional purposes as

Page Five
Declaration of Protective and Restrictive
Covenants for Chestatee Trace

its membership shall from time to time deem necessary and proper. Said Association shall be known as the Chestatee Trace Property Owner's Association, but may be organized as a corporation or an unincorporated association. All owners of lots within the development shall, by acceptance of their deeds, be required to be members of the Association and shall be subject to its rules and regulations. Each platted building site within the development shall have one (1) vote. Developer shall have one vote for each lot which has not been sold.

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 maintain and provide for any and all common areas and entrance signs within the development, and to pay all county taxes on them.
- (c) To assess and collect from the members such sums as may be necessary or proper to maintain the entrance signs, the common area on the river and recreational facilities within the common area. However, in no event shall the Association have the right or authority to assess and collect from the members a sum greater than Fifty and no/100 Dollars (\$50.00) per year per lot unless such additional charges are authorized by the vote of the owners of at least seventy-five percent (75%) of the lots.
- (d) Assessments and charges, if not paid within thirty (30) days following notification shall constitute a lien on the subject lot or part thereof, which lien shall also secure all costs including reasonable attorney's fees incurred by the Association in connection with the collection of the assessment or enforcement of the lien.
- (e) The Association shall have the power and authority to adopt rules and regulations by seventy-five percent (75%) vote of its members which shall be binding and enforceable against all of the members.
- (f) When Developer desires to activate the Association, he shall give all of the then owners of lots in the development written notice of that fact, shall give all lot 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, the 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 the owners of at least seventy-five percent (75%) of the lots in the development. The initial officers of the Association shall also be elected at the first meeting. Subsequent to the adoption of the by-laws and the election of officers of the Association, Developer shall then have no further responsibility or liability for the maintenance of any signs, private roads, and common areas and such responsibilities shall be the sole responsibility of the Association.

III.

ARCHITECTURAL AND LANDSCAPE CONTROL COMMITTEE

1. All plans for any and all buildings and any additions to existing structures, all walls, fences, hedges used as walls, swimming pools, tennis courts and recreational facilities must be presented to and approved by the Architectural and Landscape Control Committee in writing prior to the commencement of any construction, and the approval by the Committee shall be granted or denied in accordance with the provisions of the manual for the Architectural and Landscape Control Committee.

2. The Committee shall consist of not less than three (3) members. Until such time as Developer deems it advisable, Developer shall have the right to appoint the members of the Committee. At any time, Developer shall have the right to transfer to the Chestatee Trace Property Owner's Association the power and authority to appoint the members of the Committee, and to establish rules and regulations pertaining to the Committee's authority and function.

3. The Committee shall approve or disapprove plans submitted to it within thirty (30) days after an application has been made, or if it fails to act within the said thirty days, the application shall be deemed to have been approved.

IV.

EFFECTS OF COVENANTS AND RESTRICTIONS

(1) These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for the 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 by an instrument signed by seventy-five percent (75%) of the then owners of the building sites has been recorded agreeing to terminate or change said covenants and restrictions in whole or part.

Page Seven
Declaration of Protective and Restrictive
Covenants for Chestatee Trace

(2) These covenants and restrictions may be changed, modified or amended by a duly recorded instrument signed by the owner of or owners of seventy-five percent (75%) of the building sites 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, for any reason, be held to be invalid or unenforceable, all remaining covenants and restrictions 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 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 of any government agency they shall not be deemed to have changed by virtue of any laws or rules hereinafter enacted or established by a governmental agency.

5. These covenants shall apply to all of the 60.81 acre tract presently owned by Developer WITH THE EXCEPTION of that certain tract, containing approximately three (3) acres, which lies South of Chestatee Trace Road, Southwest of Georgia Highway 60, Northeast of the Chestatee River and East of a certain branch which runs parallel to and at a distance of approximately 100 feet East of the Eastern boundary of Lot 1 as shown on the approved plat of Section 1 of the development. Developer, his heirs, successors and assigns shall have the right to make any desired use of said tract, including commercial uses. The area lying between said branch and Lot 1 as shown on said plat shall be dedicated by Developer as a common area and conveyed to the Property Owner's Association when formed.

This 2nd day of June, 1985.

Hoyt Wayne Gibson (SEAL)
HOYT WAYNE GIBSON

Signed, sealed and delivered
in the presence of:

Roger Palmor
Roger Palmor
Public
Notary Expires: 1-13-89