

00222

PROTECTIVE COVENANTS FOR HIDDEN VALLEY SUBDIVISION

THIS DECLARATION OF PROTECTIVE COVENANTS, made and published this 26th day of January 1988 by Details Builders, Inc..

WITNESSETH:

THAT WHEREAS, said corporation is the owner of the development generally known in the community as Hidden Valley Subdivision and being a development of all those lots, tracts, or parcels of land situate, lying and being in the 8th. District, 2nd. Section, Fannin County, Georgia, more particularly described as follows:

Approxiametly 116409 acres as shown on a plat of survey by Lane Bishop, registered Land Surveyor No. 1575, dated June 23, 1983, after 1983, reference Plat Bk. _____ Page _____

WHEREAS, it is to the interest, benefit and advantage of Detail Builders, Inc. and to each and every person who shall hereafter purchase a 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 and each and every subsequent owner of any of the lots in said development, Detail Builders, Inc. 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

to wit:

- 1. SEWAGE DISPOSAL: A septic tank and proper drainfield, in accordance with the standards of the Health Department of the State of Georgia, will be used for sewage disposal for the houses constructed on said subdivision lots.
- 2. TEMPORAY STRUCTURES: No structure of a temporary character, such as a basement, trailer, lean-to, tent, shack, garage, barn or other out-building will be used on any lot at any time as a residence either temporarily or permanently. The exterior of all structures to be constructed on any said lots, shall be completed within six (6) months from the date the construction begins.
- 3. MOBILE HOME OR MANUFACTURED HOME: No mobile or manufactured home of any type will be used or located on any lot at any time as a residence either temporarily or permanently.
- 4. BUILDING AND LOCATION: No house will be built closer to an adjoining subdivison lot than twenty (20) feet.
- 5. LAND USE AND BUILDING TYPE: No lot will be used for any other purpose other than residential use. No building will be erected, altered, placed or permitted on any lot other than one (1) detached family dwelling. No duplexes, condominiums, or multi-unit buildings shall be located on any of said lots. No building shall be erected on any lot that shall be used as a school, church, kindergarten, or business of any type.
- 6. EASEMENTS: Easements for installation and maintenance of utilities are reserved, whereby power lines and water lines with all essential clearings may be installed along the roads which traverse the above described lots.
- 7. ARCHITECTURAL CONTROL: Concrete block construction is prohibited on any lot except that concrete block may be used in the foundations and chimneys of the houses erected on said lots, and must either stuccoed, rocked or bricked.
- 8. NUISANCES: 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 noxious or offensive, noisy or illegal trade, calling or transaction will be done, carried on, suffered, or permitted upon any lot, nor will any lot be used for illegal purpose. Each lot will be kept and mainatined completely free of any junk, (including old vehicles, and discarded appliances), trash and garbage.

9. NUISANCES: The use of trail bikes, motorcycles, three and four wheelers, dune buggies or similar type vehicles, if used, shall be used in such a manner as to create no disturbances or offensive and obnoxious noise.

10. ANIMALS: No livestock, poultry or other animals shall be permitted on any lots with the exception of domesticated house pets which shall be properly contained and controlled at all times.

11. LANDSCAPING: No large trees shall be removed from any lot except for those necessary to clear an area for construction of a house or reasonable landscaping.

12. ARCHITECTURAL CONTROL: All construction shall comply with all local and state building controls. The square footage of each structure, not including basement, deckings, porches or balconies, shall not be less than 750 square feet. No structure may be constructed with plywood siding, aluminum siding or vinyl siding. No existing building or other structures shall be moved onto any lot. No fencing, other than decorative split-rail fencing shall be allowed.

13. ARCHITECTURAL CONTROL: All remote air conditioning units and garbage containers shall be properly screened from general view.

14. ARCHITECTURAL CONTROL: No structure of any type will be placed upon those portions of the property reserved for public utility easements and for public (traffic) roadway ingress and egress, nor will the roadway be obstructed, blocked or modified in any way not clearly in the public interest.

15. SIGNS: No signs, banners, or displays except for reasonable identification of owner and address of the property will be allowed to be visible from the public road on any property.

16. LOT SIZE: No lot shall be subdivided, nor shall more than one (1) house be erected on any one (1) lot, subsequent to the sale unless a minimum of five acres remains for each tract.

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.

Invalidation of any of these covenants by judgement or court order shall in no way affect any of the provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said Detail Builders, Inc., by and through its owner and secretary have hereunto set its hand and seal, the 26th day of January 1988.

Witnesseth:

R. Bradley
Judy Searcy Quinton
Notary Public
My commission expires:

Notary Public, Georgia, Sixty and Large
My Commission Expires Feb. 12, 1988.

By: *Debra R. Moffett*
Detail Builders, Inc. President

Witnesseth:

R. Bradley
Judy Searcy Quinton
Notary Public
My commission expires:

Notary Public, Georgia, Sixty and Large
My Commission Expires Feb. 12, 1988.

Attest: *Debra R. Moffett*
Detail Builders, Inc. Secretary/Treas.

GEORGIA, FANNIN COUNTY

CLERK'S OFFICE SUPERIOR COURT

Filed for records at 5 O'clock P.M. on
this 26 day of Jan 15 88
Recorded in book 132 page 655-56
this 26 day of Jan 19 88
Roy W. Ponder