

eFiled & eRecorded  
DATE: 4/6/2020  
TIME: 8:00 AM  
DEED BOOK: 06763  
PAGE: 00879 - 00883  
RECORDING FEES: \$25.00  
PARTICIPANT ID: 0050029197,7067927936  
CLERK: Melica Kendrick  
Whitfield County, GA

After recording, return to:  
Susan W. Bisson  
Sponcler & Tharpe, LLC  
P.O. Box 398  
Dalton, GA 30722-0398

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
CROW ROAD SUBDIVISION**

GEORGIA, WHITFIELD COUNTY.

This Declaration of Covenants, Conditions and Restrictions for **CROW ROAD SUBDIVISION** is made this 30 day of March, 2020, by Crow Road Holdings, LLC, a Georgia limited liability company, hereinafter referred to as the "Declarant."

WHEREAS, Declarant is the owner of real estate lying and being in Land Lot 232 of the 11th District and 3rd Section of Whitfield County, Georgia, as shown by plat for Crow Road Holdings, LLC, by Jeff C. Dawson, G.R.L.S. No.3126, dated February 20, 2020, recorded in Plat Book E, page 1477, as revised at Plat Book E, page 1491, in the office of the Clerk of the Superior Court of Whitfield County, Georgia; and

WHEREAS, it is to the interest, benefit and advantage of the Declarant and of each person who shall hereafter purchase any lot in said subdivision as depicted on the above referenced plats ("lot") that protective covenants governing and regulating the use and occupancy of the same be established;

NOW, THEREFORE, in consideration of the benefits to be derived by the Declarant and the subsequent owners of any lots in said subdivision, the Declarant does hereby declare the following protective covenants to apply all of said lots and to all persons owning said lots, to become effective immediately and to run with the land and be binding on all persons claiming through the Declarant:

**1. DEFINITIONS**

(a) "Declarant" shall mean and refer to **Crow Road Holdings, LLC**

(b) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot, including contract sellers and excluding those having such interest merely as security for the performance of an obligation.

(c) "Lot" shall mean and refer to any numbered plot of land as shown by plat for Crow Road Holdings, LLC, by Jeff C. Dawson, G.R.L.S. No.3126, dated February 20, 2020, recorded in Plat Book E, page1477, as revised at Plat Book E, page 1491 in the Office of the Clerk of the Superior Court of Whitfield County, Georgia.

**2. LAND USE.**

(a) Each lot other than Lots 30 and 31, which are excepted from this requirement, shall be used exclusively for single family residential purposes and no commercial activity may be conducted thereon. Other than on Lots 30 and 31, to which this restriction shall not apply, there shall be no more than one single family dwelling per lot as shown on the recorded subdivision plat. For so long as Declarant owns any lot, any additional detached structure to be located on any lot including Lots 30 and 31 must be approved by Declarant prior to the commencement of construction or installation thereof.

(b) No activity which produces noxious or offensive noises, smells, nor views may be conducted upon any lot or portion thereof.

(c) No inoperable or commercial vehicles shall be parked in public view, provided that this prohibition shall not apply to service vehicles making service calls nor to vehicles involved in construction to or repairs of improvements located on subject property.

(d) There shall be no quarrying, mining, nor any oil, gas or mineral exploration, extraction, or other operations upon said property.

(e) No animals except dogs, cats, fish, and indoor birds, all of which shall be used exclusively as household pets, may be kept on any lot. Pets outside the dwelling must be kept in a fence or on a leash at all times.

(f) No portion of the property may be used to store garbage or refuse of any kind.

(g) No structure of a temporary nature nor any outbuilding shall be used as a residence at

any time.

(h) No sign shall be displayed to the public view except one professional sign of not more than five (5) square feet advertising the property for sale, or naming the builder during the construction of improvements on the property.

(i) No firearms may be used upon the property other than Lots 30 and 31, which are excepted from this restriction.

(j) There shall be no long term parking on the streets of the subdivision.

(k) There shall be no storage of machinery, equipment, or vehicles other than personal vehicles visible from the street on which the lot fronts.

### **3. BUILDING REQUIREMENTS.**

(a) There shall be no mobile homes or modular homes placed on the property; provided, however, that Declarant may place a temporary movable structure for its use as offices during the period of development of the subdivision.

(b) No building shall be erected on any lot nearer than 25 feet to the front or any street line, or nearer than 10 feet to any side or rear line; provided, however, that in the event of conflict in the location of the building setback lines between this declaration and the recorded subdivision plat, the subdivision plat shall control. The Declarant shall have the authority to reduce the minimum setback lines for so long as it owns any lots. An interior setback line may be reduced by the written agreement of the owner wishing the reduction and the adjoining property owner, together with the Declarant for so long as it owns any lots in the subdivision.

(c) A dwelling shall have a minimum square footage of heated floor space of 1,600 square feet. Basements, porches, garages, and area having headroom of less than five (5) feet shall not be included in the calculation of heated living area for purposes of this requirement.

(d) All dwellings must include a garage for not less than two (2) cars. Garage shall be defined as a covered building having three fully enclosed sides.

(e) All auxiliary structures, including fences, storage buildings, swimming pools, and antennas, including satellite dishes, shall be no closer to the street on which the house fronts than the rear corners of the house.

(f) All swimming pools must be enclosed by a fence.

**4. APPEARANCE STANDARDS.**

- (a) There shall be no asbestos or asphalt siding and no exposed concrete block on any exterior wall above ground level.
- (b) All foundations shall be fully enclosed at the exterior walls.
- (c) All driveways on Lots other than Lots 30 and 31, which are excepted from this requirement, must be of either asphalt paved to a compacted depth of not less than 1-1/2 inches or concrete not less than 4 inches thick. All driveways shall be not less than 12 feet wide and shall run from the pavement line on the street on which the lot fronts to the garage.
- (d) Each driveway must include asphalt or concrete return corners at the intersection of the driveway with the street, which shall be joined in a workmanlike manner to the curbing.
- (e) No structure shall be placed forward of the front building setback line.
- (f) Construction standards must equal or exceed those established by the State of Georgia minimum standard building codes as set forth in O.C.G.A. Section 8-2-20 or subsequent amendments thereto.
- (g) Utilities must be installed underground from the street to the dwelling.

**5. MAINTENANCE OF LOTS.**

- (a) Each lot, whether vacant or occupied, shall be maintained in a neat and attractive condition.
- (b) Each lot owner shall be responsible for soil erosion control during any construction on the property and shall be liable for damage to streets caused by construction activities on his lot.

**6. EASEMENTS.**

- (a) Easements for drainage and utilities are reserved as shown on the recorded subdivision plat and along the front 10 feet and rear 5 feet of each lot.
- (b) For the prevention of erosion, grass or other vegetation shall be maintained by each lot owner in the drainage areas shown on the subdivision plat.
- (c) Drainage flow shall not be obstructed or diverted.

**7. RESERVATION OF RIGHTS BY DECLARANT**

For so long as it owns any lot in the subdivision, Declarant reserves the power to grant variances from the terms of this Declaration which do not depart from the terms hereof in a manner

materially damaging to the use and enjoyment of lots owned by anyone other than Declarant.

**8. ENFORCEMENT**

(a) These covenants shall run with the land and be binding on all persons claiming under Declarant for a period of 20 years from the date of this instrument. The covenants shall automatically renew as allowed by law until amended or terminated by written agreement of Declarant if it is the owner of any property subject hereto and of the owners of record of 75% of the lots in the subdivision.

(b) These covenants may be enforced by a proceeding at law or in equity brought by any lot owner including the Declarant. Any failure to enforce any provision of this Declaration shall in no event be deemed a waiver of the right to do so in the future.


(c) Invalidation of any covenant or restriction set forth herein shall not affect any other provision and those remaining provisions shall remain in full force and effect.

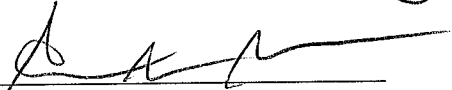
**IN WITNESS WHEREOF**, the Declarant has executed this instrument under seal on the date shown above.

Signed, sealed and delivered  
in the presence of:

**Crow Road Holdings, LLC**

Susana Hernandez  
Witness

By:  (SEAL)  
**Brandon Harrison, Sole Member**

  
Notary Public

\\st-server1\data\users\SUSAN\WPDOCS\Covenants\Crow Road, LLC  
  
SUSAN W BISSON  
Notary Public - State of Georgia  
Whitfield County  
My Comm. Expires Dec. 5, 2020