

DADE COUNTY, GEORGIA

I hereby certify that this instrument was filed for record in the clerk's office, Superior Court of said county on the 23rd day of Nov. 2004 9:00 o'clock 7 m. and recorded in book no. 331 on page 185-187 this 23rd day of Nov. 2004
Jarrah D. Moore
Clerk, Superior Court Dade County, Georgia

RESTRICTIVE COVENANTS

CANYON TRACE SUBDIVISION

COPY

WHEREAS THE UNDERSIGNED, George E. McGee, Robert B. Vannoy, and Richard K. Griffith, Partners, hereafter referred to as either "Land Owner" or "Developer" have formed a Joint Venture under the name Canyon Trace effective June 1, 2004, for the purpose of developing, subdividing, and selling a parcel of land containing 67 acres, more or less, located and fronting on Sunset Drive and GA Hwy. 136, New Salem Community, Lookout Mountain, Dade County, Georgia. Said parcel of land lies within Land Lots 75 and 106, all in the 11th District, 4th Section, Dade County, Georgia.

WHEREAS, the above Land Owner or Developer, in the name of the Joint Venture, have subdivided the above described parcel of land into lots, all being one and one half (1 ½) acres, more or less, designated and known as Canyon Trace Subdivision shown by the surveys/plats recorded in the Office of the Clerk of the Superior Court of Dade County, Georgia, in Plat Book No. 12, Page No. 44 A-5, on November 16, 2004.

WHEREAS, it is the plan of the Joint Venture to insure the proper development of the subdivision as an attractive and peaceful area for rural residential purposes as generally found on small farms; and whereas, the Joint Venture plans that said lots in the subdivision shall be restricted according to use and development.

NOW, THEREFORE, in consideration of these premises, and for the protection of the present owners, as well as the future purchasers of lots in said subdivision for the period set forth hereinafter, the following special covenants, conditions, reservations, and restrictions, which will run with the land, to wit, and as follows:

- 1) All lots within the development and subdivision shall be owned and used exclusively for single residential purposes. No more than one single family home or dwelling shall be constructed on any lot as platted.
- 2) No dwelling unit shall be constructed having a floor area exclusive of garage, covered walks, and open porches of less than one thousand two hundred (1,200) square feet. A two (2) story or a one and one half (1 ½) story home must have a minimum of nine hundred (900) square feet on the main or ground level. No dwelling unit shall have a height of more than forty (40) feet above the existing grade.
- 3) Free standing garages and other accessory buildings may be constructed on lots, but shall not be used for permanent or temporary residential purposes. Metal buildings shall be permitted, however the exterior siding shall be "frame like" and the color shall be earth tone such as brown or green.
- 4) No lot in the subdivision shall be further subdivided by any owner unless the original lot contains three and one fourth (3 ¼) acres or more. In the event that the three and one fourth (3 ¼) acre or more lot is re-subdivided, each residual or newly platted lot must contain a minimum of one and one half (1 ½) acres, exclusive of any public road right-of-way or road easement created within the original lot. Each residual or resulting lot must have frontage upon and access to either an existing, improved road or on an improved road built at the expense of the lot owner who subdivides.
- 5) No sheet or broad metal, broad vinyl or plastic siding; or permastone shall be used on any permanent structure or dwelling unit within a lot or on a parcel. Exposed concrete blocks are permissible only as building foundations and then must be veneered with wood, brick, or stone. Narrow gauge and "frame appear" vinyl or aluminum siding, wood logs, and frame products, brick, stucco, and natural stone shall be used on all exterior and "above foundation" elevations and building sides of permanent structures and dwelling units. All such exterior colors or finish shall be that of the natural product itself or shall be "earth tone," blending in with the natural habitat.
- 6) No mobile homes, house trailers, shacks, doublewides, or temporary housing of any type shall be located upon any parcel or lot.

- 7) Neither dwelling unit or any other type of structure or any part thereof, exclusive of terraces, stoops, steps, and other such areas not covered by a roof, nor any other structure, shall be erected or maintained nearer than seventy-five (75) feet to the front or street line of any lot; provided, however, that where the topography or depth of the land makes this impractical, the Joint Venture, in its sole discretion, may reduce the set-back lines to the practical and workable number of feet to allow a suitable building or foundation site. No dwelling unit with the exclusions set forth above, nor any other structure, shall be located nearer than twenty-five (25) feet to any side, interior, or rear property line.
- 8) There shall not be erected, permitted, maintained, or operated on any lot any privy, cesspool vault, or any form of privy, except such sewage system as meets the requirements of all governmental authorities which have jurisdiction. All dwelling units shall be connected to a public sewer or have a septic tank and field lines of the type and quality approved by the State of Georgia Department of Health and approval of said facilities must be so obtained prior to occupancy.
- 9) Private water wells may be drilled and maintained on any residential lot with prior approval by the State of Georgia Department of Health pertaining to quality standards, location, and safety standards. However, each dwelling home, when built, must utilize as its main source of water supply the existing public water main located in the right-of-way of public roads fronting all lots in the subdivision.
- 10) No property owner will do or permit to be done any act upon his property which is, or may become a nuisance to other property owners or residents. Nuisance is defined as an annoying or troublesome person or thing.
- 11) No lot shall be used for any commercial purpose, including, but not limited to public campsites, except for cottage or hobby type businesses that do not attract an amount of visitors or traffic that would be considered a nuisance.
- 12) No weeds, garbage or refuse piles, hazardous materials, trash, deteriorating vehicles, auto parts, or other unsightly objects shall be allowed to be placed or suffered to remain on any part of any lot, including vacant building sites.
- 13) There shall be no hunting, trapping, unnatural harm to animals (game or water species); and no target or trap shooting or discharge of firearms upon any lot.
- 14) Household pets of all types may be kept and maintained on any platted lot in reasonable numbers solely as pets for the pleasure and use of lot owners. No poultry or chicken raising or breeding shall be permitted on any lot. All pets and animals must be under the control of their owners or operators at all times and must not roam at will on other lots, not create a nuisance (as defined section ten (10) above) to other lot owners and residents.
- 15) All propane tanks and other such tanks shall either be screened from the road view and adjoining lots or buried.
- 16) There shall be no dumping or refuse disposal on any lot or in water tributaries or ponds. Construction of any pond must be approved by county or state authorities for design and safety measures.
- 17) All developed lots must have adequate provisions for off-road parking for residents and guests.
- 18) Clear cutting of any lot is prohibited and any cutting or clearing of the trees shall not exceed sixty percent (60%) of the total acres or area contained in the lot. Lot owners must keep their lot in an orderly and neat condition, free of excess debris and fallen trees.
- 19) Fencing shall be permitted only for necessary uses and for small areas for owner's animals, pets, gardens, and security purposes. In no event shall fences be installed to become an unnecessary obstruction for the normal passage and traversing of wildlife.
- 20) Satellite dishes and antennas must be screened. No antennas of a commercial nature shall be constructed or kept on any of the lots and no antenna shall exceed forty (40) feet in height.
- 21) All utility service lines, including, but not limited to water, electrical, telephone, and cable TV, must be located and constructed underground as they are brought into lots, homes, or other structures from primary service lines from public road right-of-way. However, if in the opinion of the parties of the Joint Venture, underground construction of one or more of the utility lines is deemed impractical due to high costs because of topographic features, the presence of streams, high rock content, etc., the underground construction will not be required.

The provisions herein contained shall inure to the benefit of and be enforceable by: (a) the above owners, developers, and Joint Venture, its successors or assigns; (b) the grantees in Deeds, conveying land in said subdivision, their respective heirs, executors, administrators, or assigns; (c) any subsequent owner of any land in said subdivision; or (d) the developers or its duly authorized representative. The failure of the above enumerated persons or organizations to enforce any restrictions, conditions, covenants, or agreements herein contained shall in no event be deemed a waiver of the rights to do so thereafter as to the same breach or any breach prior to subsequent thereto.

The undersigned Land Owner and Developer of said Joint Venture reserve the right to grant minor variances from these Restrictive Covenants, or to waive minor violations thereof, which do not, in their sole judgment, materially affect the purposes sought to be obtained by the imposition of these Restrictive Covenants.


These covenants and restrictions shall run with the property and shall be binding upon all parties and all persons claiming under them for a minimum of fifty (50) 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 parcels or lots in the development. Owner(s) shall include the Land Owner or the Developer who still may own unsold lots.

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.


IN WITNESS WHEREOF, we have hereunto set our hands on this 19th day of November, 2004.

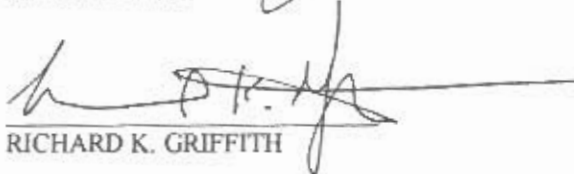
CANYON TRACE JOINT VENTURE BY:

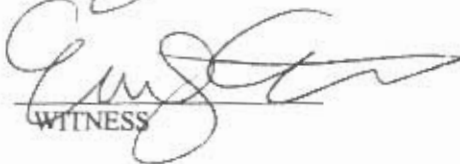

GEORGE E. MCGEE


WITNESS

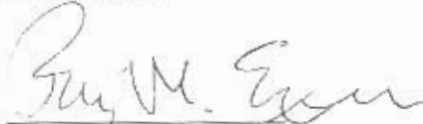

ROBERT B. VANNOY


WITNESS


RICHARD K. GRIFFITH


WITNESS

In Presence of:


NOTARY PUBLIC

My Commission Expires Nov. 10, 2007

