

STATE OF GEORGIA,
COUNTY OF FLOYD.

DECLARATION OF PROTECTIVE COVENANTS
FOR THE PROPERTY OF CHULIO ROAD ASSOCIATES, LP.

THIS DECLARATION, made this 1st day of MARCH, 2018, by Chulio Road Associates, LP.
(hereinafter "Owner").

WITNESSETH:

WHEREAS, Owner is the owner of that tract or parcel of land located, lying and being in Floyd County, Georgia, and more particularly described in that certain deed dated December 4, 2002 from Temple-Inland Land and Timber, Inc. to Chulio Road Associates, L.P., and recorded at Book 1750, Page 719 in the Deed Records of the Office of the Clerk of the Superior Court of Floyd County, Georgia;

WHEREAS, Owner desires to sell certain parcels of land and to provide for the maintenance, preservation, control, and property development of those lots, including, without limitation, provisions for the physical appearance and compatibility of individual lots and improvements constructed thereon;

WHEREAS, Owner deems it desirable to protect the owners of those lots which are sold by Owner with reference to these Restrictions or their successors and assigns ("Lot Owners") within against improper development and use of surrounding lots and buildings as would impair or depreciate the value thereof;

NOW, THEREFORE, in consideration of the foregoing and the benefits flowing to the future owners of lots, the Owner does hereby impose the following protective covenants ("Restrictions") which shall be applicable to any and all lots conveyed which reference these restrictive covenants.

RESIDENTIAL AREA COVENANTS

1) No lot shall be used except for residential purposes or farm related businesses run in a sustainable manner. No residential unit shall be erected, altered, or placed on any lot other than one detached single-family house having a minimum of 1600 square feet of heated living space. Any outbuildings, barns or farm related sheds or other similar type structures shall be constructed and maintained in a manner in conformity with the other buildings in the area.

2) No mobile homes shall be permitted on any lot. Modular homes may be permitted provided they have the appearance of site built homes. No residence shall be constructed using vinyl siding or similar materials. Only Hardy Board, brick or log siding shall be permitted on any residential unit.

3) Garages shall be constructed so as to not open or face the front of the lot.

4) Residences shall be set back a minimum of 50 feet from the road and all driveways shall be paved with concrete or asphalt and 20 feet in width. All electrical service lines shall be underground.

5) No lot may be re-subdivided and all lots must be landscaped and maintained in a presentable appearance.

6) Any fencing along a paved road must be constructed using 4 board wooden fencing.

7) No commercial feed chicken or hog farming shall be permitted. No commercial activity of any type shall be permitted on the premises other than farming

8) Subject to other restrictions in these covenants, farm related businesses run in a sustainable manner shall be permitted. A maximum of one animal unit per acre is permitted.

9) Enforcement of the Restrictions contained herein and of any other provisions hereof shall be effected, at the election of the Owner or any Lot Owner seeking enforcement thereof, by (a) proceedings at law against any person or persons violating or attempting to violate such covenants, restrictions or provisions, or (b) injunction or restraining order in equity to enforce compliance herewith, or (c) suit for damages, or (d) by any appropriate proceeding at law or in equity against the land or the owner or occupant thereof to enforce any lien, charge or obligation arising by virtue hereof. The failure of the Owner or of any Lot Owner or occupant to enforce any of said covenants and restrictions when, in its reasonable opinion, such waiver or variance will not be detrimental, shall in no event be deemed a waiver of its rights to enforce said covenants and restrictions thereafter. All remedies provided in this Declaration, or at law or in equity, shall be cumulative and not exclusive.

As individual lots are sold and conveyed by the Owner, the Owner may place additional restrictions and protective covenants against such lots, which additional restrictions and protective covenants shall be supplemental to this Declaration and not in derogation hereof.

This Declaration and all covenants, restrictions, agreements, charges, and lien rights contained herein shall be binding upon, and shall inure to the benefit of, the successors, successors-in-title, and assigns of the Owner and all owners, tenants, lessees, invitees, agents, and employees of each of the lots.

IN WITNESS WHEREOF, the Owner has hereunto set his hand and affixed his seal this _____ day of _____, 2018.

James Branch, General Partner
Chulio Road Associates, L.P.

EXECUTED IN THE PRESENCE OF:

WITNESS

NOTARY PUBLIC

My Commission Expires:
