

Return to: Susan Landrum  
P.O. Box 400  
Jasper, Ga., 30143

COPY

ROCKEHS COUNTY FILED FOR RECORD ON  
THE 8 DAY OF March 1996 1:00 PM  
RECORDED THIS 11 DAY OF March 1996  
WIRELL, CSO, BOOK NO. 250 PAGE 102-108

MONUMENT FALLS

DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS

THIS DECLARATION of protective Covenants, Conditions and Restrictions  
made and published this 8<sup>th</sup> day of March, 1996, by Taylor  
Investment Corporation (Declarant).

WHEREAS, Declarant is the owner of the real property legally described as :

See Exhibit A attached hereto and made a part hereof.

WHEREAS, Declarant, desires to provide for the preservation of the values and  
amenities of Subject Property and, to this end desires to subject aforesaid Subject  
Property to the covenants, conditions, restrictions and charges hereinafter set forth,  
each and all of which is and are for the benefit of Subject Property as a whole and all  
owners of any part thereof.

NOW, THEREFORE, Declarant does hereby give notice to all purchasers and  
their successors of any portion of Subject Property herein before described and  
whomsoever it may concern that Subject Property is, and each and every conveyance  
or any portion of Subject Property will be subject to the following covenants, conditions,  
restrictions and charges which will inure to the benefit of and pass with Subject  
Property, and each and every parcel thereof, and shall apply to and bind each  
successor in interest, and any owner thereof.

ARTICLE I  
GENERAL PURPOSE

The purpose of this Declaration is to insure the best use and the most  
appropriate development and improvement of the Subject Property; to protect owners  
of Subject Property against such use of surrounding property as will detract from the  
value of their property; to preserve, so far as practicable, the natural beauty of Subject  
Property; to insure the highest and best development for Subject Property, to  
encourage and secure the erection of attractive structures thereon with appropriate  
locations thereof on each parcel; to promote harmonious improvement of Subject  
Property; to secure and maintain proper setbacks from the roads, and adequate free  
spaces between structures; and in general to provide adequately for a high type in

quality and improvement in Subject Property, and thereby to preserve and enhance the value of investments made by purchasers of Subject Property therein.

Declarant reserves the right to subject additional parcels of land to this Declaration of Covenants, Conditions, and Restrictions by means of supplemental Declaration of Covenants, Conditions, and Restrictions, recorded in the deed records of Pickens County, Georgia.

## ARTICLE II USE OF LAND

All terms, regulations and conditions of Pickens County, Georgia, or state zoning or subdivision ordinances, statute or regulation shall be and remain in effect.

Due to lot size and terrain, no lot shall be resubdivided into less than five acre tracts. Any such subdivision of lots must have approval by appropriate officials of Pickens County, Georgia.

No noxious or offensive trade or activity shall be carried on upon the Subject Property, nor shall anything be done thereon which may or become an annoyance or nuisance to the neighboring properties.

No mobile or modular homes, no junk cars or shacks shall be permitted on Subject Property, nor shall any structure of a temporary character be used as a residence.

No on-site unhoused storage will be allowed for excess material and infrequently used vehicles. Storage of snowmobiles, boats, trailers, campers, golf carts and other seasonal items frequently used will be allowed, provided they are not kept closer than 30 feet from any public road and 20 feet from any property line.

Outdoor toilets shall not be permitted.

No cows, pigs, goats, sheep, poultry or fowl of any kind will be permitted to be kept on any part of Subject Property. One (1) horse per every four (4) acres will be permitted and shall be properly restrained so as to avoid becoming an annoyance or nuisance to the neighboring properties and shall be in accordance with any other applicable ordinance. Pets will be permitted and shall be properly restrained so as to

avoid becoming an annoyance or nuisance to the neighboring properties and shall be in accordance with any other applicable ordinance. All exterior lighting shall not interfere with the use and enjoyment of neighboring properties.

No signs of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising property for sale or rent, or signs used by the builder or developer to advertise the property during the construction and sales period.

### **ARTICLE III TYPE OF MATERIAL**

All structures erected shall be of new materials and new construction and shall be completed within one (1) year after commencement of construction. Building exterior must be of brick, stone, metal, wood or maintenance free siding (example, steel, vinyl, aluminum) and such exterior must be suitably finished.

Finishes shall be of colors that are in harmony with the colors of the natural surrounding, such as those commonly referred to as "earth tones". All homes, cabins, or other dwellings, where permanent, seasonal or recreational shall be at least 1,500 square feet in size.

### **WELL SITE AND SEPTIC SITE**

Due to lot topography, well site and septic site and systems must be approved by Pickens County Public Health Department prior to construction.

### **ARTICLE IV GARBAGE AND REFUSE DISPOSAL**

No lots shall be used or maintained as a dumping ground for rubbish, trash, or garbage, nor shall any waste be kept on Subject Property, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and shall comply with all local, state, and/or other regulations.

**ARTICLE V  
BUILDING LOCATION**

All buildings shall be located on their respective lots in accordance with the applicable state, county, or township regulations, ordinances or laws which shall supersede any provisions contained herein. In addition, no building or other structure permitted under the terms of this agreement shall be located closer than 30 feet from the existing road right-of-way easement, and 20 feet from the sideline.

**ARTICLE VI  
TIMBER REMOVAL**

Clear cutting of Subject Property will not be allowed except for the purpose of clearing a building or camping site, lawn or garden area or driveway. All stumps that are removed shall be buried, burned or otherwise removed from Subject Property. Selective harvesting of trees for personal use as firewood will be allowed. The "Georgia Forest Fire Protection Act" requires a permit for the burning of any woods, lands, marshes or other flammable vegetation to be obtained from the Georgia Forestry Commission.

**ARTICLE VII  
ROAD MAINTENANCE**

The easement roads for Monument Falls will not be maintained by Pickens County, Georgia. Maintenance of the roads will consist of graveling, grading, paving and other maintenance as needed and will be the responsibility of the property Owners. The cost of this maintenance will be divided equally among all Owners.

Each property owner shall be subject to a \$100 annual assessment for the upkeep and maintenance of roads, as well as additional amounts as may be necessary; said funds to be held and administered by the Monument Falls Property Owners Association.

**ARTICLE VIII  
FIREARMS**

Discharge of firearms of any type will not be allowed on the Subject Property.

**ARTICLE IX**  
**TERM AND RIGHT TO ABATE VIOLATIONS**

These covenants are to run with the land for a period of twenty-five (25) years from the date these covenants are recorded in the Pickens County Deed Records, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of lots in the subdivision has been recorded, agreeing to change said covenants in whole or in part. Every grantee of any interest in the property, by acceptance of a deed or other conveyance of such interest, whether or not it shall be so expressed in any such deed or other conveyance, or whether or not such deed or conveyance shall be signed by such person and whether or not such person shall otherwise consent in writing, shall take subject to this Declaration and to the terms and conditions hereof and shall be deemed to have assented to said terms and conditions.

If any lot owner or persons in possession of any of said lots shall violate or attempt to violate any of the covenants, conditions, and restrictions herein contained, it shall be lawful for any other person or persons owning any real estate situated in the Subject Property to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate any such covenants, either to prevent him or them from so doing or to recover damages from such violations. Failure by any land owner to enforce any restrictions, conditions, covenants, or agreements herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior to subsequent thereto.

**ARTICLE X**  
**MISCELLANEOUS**

The invalidation of any one of these covenants by judgment of court order shall in no way affect any of the other provisions which shall remain in full force and effect.

No Provisions contained herein shall be construed to restrict Declarants or their assigns' right to construct roads or subdivide, by plat or otherwise, the real property described herein.

At any time during the existence of these covenants, the Declarant may assign all rights and duties hereunder to the Monument Falls Property owners, including, but not limited to the maintenance and up-keep of all private roads within the development.

Each purchaser of a lot in Monument Falls shall be a member of the Monument Falls Property Owners Association and each lot in said subdivision shall have one vote. As long as Declarant owns unsold lots, Declarant shall have a vote for each lot, but shall not be subject to the annual assessment as provided in Article VII.

IN WITNESS WHEREOF, Taylor Investment Corporation, a Minnesota Corporation, does hereby cause this instrument to be executed in its name on the day and year first written above.

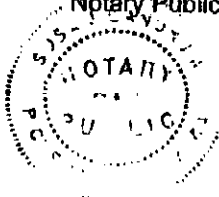
Taylor Investment Corporation

By: Charles Wallace  
Charles Wallace  
Assistant Vice President

Signed, Sealed in the presence of:

Leon Parks  
Witness

Susan Rendrum  
Notary Public



**EXHIBIT "A"**

**ALL THAT TRACT** or parcel of land lying and being in Land Lots 172, 173 and 189 of the 5th District and 2nd Section of Pickens County, Georgia, being Lots 1, 2, 3, 3A, 4, 5, 6, 7, 8, 9, 9A, 10, 11, 12, 13 and 14, MONUMENT FALLS, UNIT 1, as per plat of survey dated February 23, 1996, by L. Stewart Solomon, Jr., R.L.S., and recorded in Plat Book Z, pages 144, 145, 146 and 147, Pickens County, Georgia Records, and by reference thereto, said plat of survey is incorporated herein and made a part hereof.

COPY

After recording, return to Landrum & Landrum  
P. O. Box 400, Jasper, GA 30143

STATE OF GEORGIA  
COUNTY OF PICKENS

Grantor and Grantee:  
Taylor Investment Corporation

**SUPPLEMENTAL DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR MONUMENT FALLS**

WHEREAS, Taylor Investment Corporation (Declarant) recorded certain covenants, conditions and restrictions for Monument Falls dated March 8, 1996, Deed Book 250, pages 102-108, Pickens County, Georgia Records; and

WHEREAS, Declarant reserved the right to subject additional parcels of land to such Declaration;

NOW, THEREFORE, Declarant does hereby give notice to all purchasers and their successors that the property described as follows:

ALL THAT TRACT or parcel of land lying and being in Land Lots 152 and 173 of the 5th District and 2nd Section of Pickens County, Georgia, being Lot 25, containing 4.009 acres, Monument Falls Subdivision, Unit 2, as per plat of survey entitled "Being a Revision of Lots 24, 25 and 26, Monument Falls Subdivision, Unit 2", dated August 27, 1996, by L. Stewart Solomon, Jr., R.L.S., and recorded in Plat Book AA, page 107, Pickens County, Georgia Records, and by reference thereto, said plat of survey is incorporated herein and made a part hereof.

is subject to the aforesaid Declaration of Covenants, Conditions and Restrictions for Monument Falls which will inure to the benefit of and pass with the above-described property, and each and every parcel thereof, and shall apply to and bind each successor in interest, and any owner thereof.

This 6th day of September, 1996.

TAYLOR INVESTMENT CORPORATION

By: Charles Wallace  
Charles Wallace  
Assistant Vice-President

Signed, sealed and delivered  
in the presence of:

Wanda L. Wilson  
Witness

Peggy R. Carter  
Notary Public

Notary Public, Pickens County, Georgia  
My Commission Expires Feb. 19, 1997