



NOTICE REGARDING COVENANTS AND/OR RESTRICTIONS

The following Covenants and/or Restrictions are added as a courtesy only and are NOT WARRANTED by the property owner, their broker or agent as to completeness, accuracy, currency, or enforceability. Any interested buyer prospect is urged as part of their due diligence to contact the relevant Community Association or developer to determine for themselves what covenants and/or restrictions currently apply, how long they may remain in force, and if any changes or amendments may be currently under consideration. Additionally, or alternatively, one may wish to consider hiring an attorney to conduct this search for them and provide advice as needed.

Type: COVE
Kind: RESTRICTIVE COVENANTS
Recorded: 10/10/2022 10:01:00 AM
Fee Amt: \$25.00 Page 1 of 3
Fannin Co. Clerk of Superior Court
DANA CHASTAIN Clerk of Courts

G W I L L I A M L I T T L E , L L C
B L U E R I D G E L A W
A P R O F E S S I O N A L C O R P O R A T I O N

Participant ID: 3476277643

4805 OLD HIGHWAY 76 • BLUE RIDGE, GEORGIA 30513

BK 1528 PG 167 - 169

**EROSION AND SEDIMENTATION AGREEMENT/HOLD
HARMLESS/INDEMNIFICATION**

**WATER USE, MAINTENANCE AND EASEMENT AGREEMENT FOR RIDGE BROOK
COUNTRY ESTATES**

CONTROLLED ACCESS PROVISIONS FOR RIDGE BROOK COUNTRY ESTATES

AMENDMENT #1

This Amendment 1 to the DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR RIDGE BROOK COUNTRY ESTATES, DECLARATION OF HOMEOWNERS' ASSOCIATION FOR RIDGE BROOK COUNTRY ESTATES, ROAD EASEMENT AND UTILITY EASEMENT AND EROSION CONTROL EASEMENT FOR RIDGE BROOK COUNTRY ESTATES, EROSION AND SEDIMENTATION AGREEMENT / HOLD HARMLESS/INDEMNIFICATION, WATER USE, MAINTENANCE AND EASEMENT AGREEMENT FOR RIDGE BROOK COUNTRY ESTATES and CONTROLLED ACCESS PROVISIONS FOR RIDGE BROOK COUNTRY ESTATES is made this 6th day of OCTOBER, 2022 by the undersigned Ridge Brook Country Estates, LLC, by and through its General Manager Glen Frank (hereafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the fee simple owner of all that tract or parcel of land being more particularly described below with any additional property added hereto by amendment (hereinafter referred to as the "Submitted Property"), said property being further described as follows:

All that tract or parcel of land lying and being in the County of Fannin, State of Georgia, being parts of Land Lot Nos. 225 and 226, 8th Land District, 1st Section, aforesaid State and County, and being more particularly described as 7.184 acres, more or less, being lots 1-4 of Ridge Brook Country Estates Phase 1, as shown on that plat of survey dated November 22, 2019 prepared for Ridge Brook Country Estates Phase 1 by Roger L. Owenby, GRLS# 2763, said plat of survey recorded in Plat Book F167, Page 8 and Plat Book F168, Page 1, Fannin County Deed records. Said recorded plat of survey is incorporated herein by reference thereto for a more complete and accurate metes and bounds description of the above-described property.

Being and intended to be a portion of that property conveyed by Limited Warranty Deed dated October 19, 2018 from Gary A. Truelove, as Successor Trustee of the Mary S. Truelove Revocable Living Trust U/A/D April 10, 2014 to Glen Frank, as Trustee of the 4588 Trust dated June 8, 2016, as amended, recorded October 24, 2018 in Deed Book 1272, Pages 361-365, Fannin County Deed records.

Being and intended to be a portion of that property conveyed by Warranty Deed dated August 2, 2019 from Glen Frank, as Trustee of the 4588 Trust dated June 8, 2016, as amended, to Ridge Brook of Blue Ridge, LLC, recorded August 13, 2019 in Deed Book 1306, Pages 292-294, Fannin County Deed records.

Being and intended to be all that property conveyed by Warranty Deed dated January 21, 2020 from Ridge Brook of Blue Ridge, LLC TO Ridge Brook Country Estates, LLC, recorded January 23, 2020 in Deed Book 1329, Pages 257-259, Fannin County Deed records.

WILLIAM LITTLE III
BLUERIDGE LAW
A PROFESSIONAL CORPORATION

4605 OLD HIGHWAY 76 • BLUE RIDGE, GEORGIA 30513

WHEREAS, the Covenants state that “[d] During the period of ownership of any lot by Declarant, Declarant shall have the sole right to modify, delete, and amend this document as it, in its sole discretion and judgment, deems necessary for the common welfare of owners in RIDGE BROOK COUNTRY ESTATES and/or the orderly economic development of the subdivision and/or for clarification or correction of same”; and

WHEREAS Declarant now desires to modify certain provisions of the Covenants for the general health and welfare of the owners of lots in said subdivision;

NOW THEREFORE Declarant does modify and amend same as follows:

#11 of the DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR RIDGE BROOK COUNTRY ESTATES, is amended and restated in its entirety, as follows:

11. All Lots shall be used for residential purposes only (with an exception for home-based businesses involving no retail traffic or storage of inventory or equipment) and no business or business activity shall be carried on upon any Lot at any time. Rentals of homes in the submitted property shall be allowed for a period of not less than 48 consecutive hours, with all rentals to be managed by a rental company which maintains a forty hour per week staffed physical office located within fifteen (15) miles of the subject property, and with the property owner to provide the HOA with the name of said rental company and contact for same. For any rentals made, there shall be an adult over the age of (25) onsite at all times that there is a person or persons less than (25) years of age onsite. The owner of the property shall remain responsible for conduct of guests and their compliance with these covenants and the owner must provide a 24/7 contact name, address, number and email address to the HOA of a person with decision-making authority for rental related issues/matters, this person to be deemed agent of the owner and to receive service of all legal matters.

IN WITNESS WHEREOF, the Declarant has hereunto set its hand and seal as of the day and year first above written.

DECLARANT

Ridge Brook Country Estates, LLC

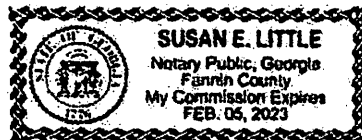
By: Glen Frank
Its: General Manager



Signed, sealed and delivered in the presence of:

Susan E. Little
Witness

[Signature] (SEAL)
Notary Public, my commission expires: _____



B L U E R I D G E L A W
A P R O F E S S I O N A L C O R P O R A T I O N

4805 OLD HIGHWAY 76 • BLUE RIDGE, GEORGIA 30513

RIDGE BROOK COUNTRY ESTATES

Schedule of assessments / fees

Homeowners' Association Fee - yearly (per lot per year)	\$500.00 (prorated in year of purchase)
Homeowners' Association Fee - special (per lot per year)	By majority vote of Lot Owners
Road Assessment – yearly (yearly per lot)	Included in Homeowners' Association fee
Road Assessment – special (per lot per year)	By majority vote of Lot Owners
Road Impact Fee	\$1,000.00 Road Impact Fee, due at the point where a building permit is pulled for placement of any structure of any type on the site.
Recurring Water Service Fee	IF Declarant installs a water system or municipal water, municipal rates as charged by the city OR should there be no municipal system, the rate charged by the Water Provider, currently at \$45.00 per month, payable annually at a rate of \$540.00 per year.
Water service fee	\$1,000.00, payable to Declarant at the point where a building permit is pulled for placement of any structure on the lot.
Water tap-on fee	Payable to the municipality OR should there be no municipal system, the rate charged by the Water Provider (payable at the time of "tapping-on" to the water system).

Mailing address for Declarant: Ridge Brook Country Estates, LLC
P.O. Box 128
Epworth, GA 30541

BLUE RIDGE LAW A PROFESSIONAL CORPORATION
COUNTY OF RECORDING: Fannin
BOOK/PAGE(S): 1528/167-169
DATE RECORDED: 10-10-2022

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EROSION AND SEDIMENTATION AGREEMENT/HOLD HARMLESS/INDEMNIFICATION

WATER USE, MAINTENANCE AND EASEMENT AGREEMENT FOR RIDGE BROOK COUNTRY ESTATES

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Ridge Brook Country Estates, LLC

By: Glen Frank
Its: General Manager

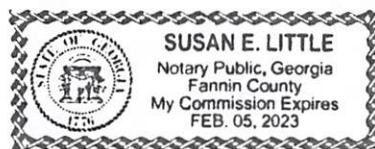


Signed, sealed and delivered in the presence of:

Megan E. Little Greene

Witness

[Signature] (SEAL)
Notary Public, my commission expires: _____



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