

B L U E R I D G E L A W
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4805 OLD HIGHWAY 76 • BLUE RIDGE, GEORGIA 30513

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PARTICIPANT ID: 3476277643
CLERK: Amy Johnson
Gilmer County, GA

Please cross-reference to:

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR APPALACHIA ON TAILS CREEK, DECLARATION OF HOMEOWNERS' ASSOCIATION FOR APPALACHIA ON TAILS CREEK, ROAD EASEMENT AND UTILITY EASEMENT AND EROSION CONTROL EASEMENT FOR APPALACHIA ON TAILS CREEK, EROSION AND SEDIMENTATION AGREEMENT/HOLD HARMLESS/INDEMNIFICATION, WATER USE, MAINTENANCE AND EASEMENT AGREEMENT FOR APPALACHIA ON TAILS CREEK and CONTROLLED ACCESS PROVISIONS FOR APPALACHIA ON TAILS CREEK, recorded in Deed Book 2701, Pages 146 - 165, Gilmer County Deed records.

RETURN RECORDED DOCUMENT TO:

Blue Ridge Law
P.O. Box 2670
Blue Ridge, GA 30513
File # Appalachia on Tails Creek

(Recording Information)

25th District, 2nd Section, Land Lots 246, 247, 258
and 259

STATE OF GEORGIA
COUNTY OF GILMER

**DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR
APPALACHIA ON TAILS CREEK**

**DECLARATION OF HOMEOWNERS' ASSOCIATION FOR
APPALACHIA ON TAILS CREEK**

**ROAD EASEMENT AND UTILITY EASEMENT AND
EROSION CONTROL EASEMENT FOR APPALACHIA ON TAILS CREEK**

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

**WATER USE, MAINTENANCE AND EASEMENT AGREEMENT FOR
APPALACHIA ON TAILS CREEK**

**CONTROLLED ACCESS PROVISIONS FOR
APPALACHIA ON TAILS CREEK**

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AMENDMENT #1

WITNESSETH:

This Amendment #1 to DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR APPALACHIA ON TAILS CREEK, DECLARATION OF HOMEOWNERS' ASSOCIATION FOR APPALACHIA ON TAILS CREEK, ROAD EASEMENT AND UTILITY EASEMENT AND EROSION CONTROL EASEMENT FOR APPALACHIA ON TAILS CREEK, EROSION AND SEDIMENTATION AGREEMENT/HOLD HARMLESS/INDEMNIFICATION, WATER USE, MAINTENANCE AND EASEMENT AGREEMENT FOR APPALACHIA ON TAILS CREEK and CONTROLLED ACCESS PROVISIONS FOR APPALACHIA ON TAILS CREEK, (which, along with all amendments thereto, shall also be referred to as the "Covenants") is made this 6th day of August, 2024, by Appalachia on Tails Creek LLC, by and through its General Manager, Todd Withrow, hereafter referred to as Declarant.

WHEREAS, the real property referenced in the Covenants, along with any additional property added hereto by amendment (hereinafter referred to collectively as the "Submitted Property"), is described as follows:

All that tract or parcel of land lying and being in the 25th District and 2nd Section of Gilmer County, Georgia, being a part of Land Lots 246, 247, 258 and 259, being further described as 49.34 acres, more or less, and shown as Lots 1-14, as shown on that plat of survey dated November 30, 2023 prepared for Appalachia on Tails Creek by Mark E. Chastain, GRIS #2718, said plat of survey recorded in Plat Book 73, Pages 347-348, Gilmer County Deed records. Said 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 Quit-Claim Deed dated June 12, 2000, from W.W. Fincher, Jr., Eunice L. Fincher, Mary Jane Peterson, Phyllis Iola Fincher Parsons and Frances Fincher Hansford to Fincher-Loughridge Enterprises, L.L.L.P., recorded December 7, 2000, in Deed Book 743, Page 407, Gilmer County Deed records.

Being and intended to be a portion of that property conveyed by Limited Warranty Deed With Rights of Survivorship dated October 29, 2021, from Fincher-Loughridge Enterprises, L.L.L.P. to Todd Withrow, recorded November 4, 2021, in Deed Book 2443, Pages 231-233, Gilmer County Deed records.

Being and intended to be a portion of that property conveyed by Warranty Deed dated January 12, 2023, from Todd Withrow to Appalachia on Tails Creek LLC, recorded January 13, 2023, in Deed Book 2468, Pages 158-161, Gilmer County Deed records.

WHEREAS, Declarant reserved the 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 Appalachia on Tails Creek 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 same;

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NOW THEREFORE Declaration does modify and amend same as follows, said amendment procedure as detailed in and provided for in the original DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR APPALACHIA ON TAILS CREEK, DECLARATION OF HOMEOWNERS' ASSOCIATION FOR APPALACHIA ON TAILS CREEK, ROAD EASEMENT AND UTILITY EASEMENT AND EROSION CONTROL EASEMENT FOR APPALACHIA ON TAILS CREEK, EROSION AND SEDIMENTATION AGREEMENT/HOLD HARMLESS/INDEMNIFICATION, WATER USE, MAINTENANCE AND EASEMENT AGREEMENT FOR APPALACHIA ON TAILS CREEK and CONTROLLED ACCESS PROVISIONS FOR APPALACHIA ON TAILS CREEK, recorded in Deed Book 2701, Pages 146 - 165, Gilmer County Deed records, Gilmer County Deed records.

1. **WATER USE, MAINTENANCE AND EASEMENT AGREEMENT FOR APPALACHIA ON TAILS CREEK** is amended and restated in its entirety, as follows:

There is not currently located on the Development a Water System or county/city water.

There may be located on the Development a Water System or county/city water servicing the submitted property and all other properties added by amendment. Developer reserves for itself, its successors and assigns, as well as for all future water providers, a permanent and perpetual easement over all submitted property for the purpose of installation, repair, maintenance, upgrades and all other uses necessary for provision of water throughout the development should the Developer (or its successors and/or assigns or a municipal authority or water company) choose to install a water system.

Should Developer install such a water system, all future lot owners of Appalachia on Tails Creek and all other properties added by amendment shall have a permanent and perpetual right to contract for water service (and may obtain water service only from said Water System) from the above-described water system at the rates established by the Water Provider, including but not limited to monthly or annual charges for service tap-on / meter fee charges.

Should Declarant install a water system, Declarant reserves the right to transfer ownership of the water-system to any lot owner; OR to transfer the ownership of the water system to a private water-providing company OR municipality OR to retain ownership of the water system should it choose to continue ownership and operation of the water system. All provisions of these water-system related terms shall transfer to the heirs, successors, or assigns of the Declarant.

Should Declarant install city water or a Water System, each owner shall pay a \$0.00 (zero) water fee to Appalachia on Tails Creek LLC, 3015 Seagull Drive, Duluth, GA 30096, due at the point of closing of the lot on the initial sale from the Declarant.

2. The "Schedule of assessments / fees" is amended and restated in its entirety as shown on the attaches "Schedule of assessments / fees".
3. All references to provisions and amounts in the Covenants conflicting with the provisions and amounts shown on the attached "Schedule of assessments / fees" are deemed amended and replaced by the provisions and amounts shown on the attached "Schedule of assessments / fees".

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

DECLARANT

Appalachia on Tails Creek LLC

X Todd Withrow

By: Todd Withrow
Its: General Manager



Signed, sealed and delivered in the presence of:

S. Grace Little
Witness - S. Grace Little

Susan E. Little (SEAL)
Notary Public, my commission expires: _____



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APPALACHIA ON TAILS CREEK

Schedule of assessments / fees

Homeowners' Association Fee - yearly (per lot per year)	\$1,200.00 (prorated in year of purchase)
Homeowners' Association Fee - special (per lot per year)	By majority vote of Lot Owners
Capital Contribution fee	\$500.00 – due at time of each transfer of the property and payable to the HOA
Road Assessment – yearly (yearly per lot)	Included in Homeowners' Association fee
Road Assessment – special (per lot per year)	By majority vote of Lot Owners
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 \$40.00 per month, payable annually at a rate of \$480.00 per year.
Water service fee	Not applicable
Water tap-on fee	IF a water system is installed, the rate charged by the municipality, due at the time of meter installation and tapping onto the system, and payable to the municipality OR should there be no municipal system, the rate charged by the Water Provider (currently at \$1,500.00 and payable at the time of tapping onto the water system).
Road Impact Fee	\$1,550.00, payable to the HOA, due at the time of presentation of the proposed building plans to the ARB.

Mailing address for Declarant: Appalachia on Tails Creek LLC
3015 Seagull Drive
Duluth, GA 30096