



## 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.

# **Use Restrictions and Rules for the membership of the Burnt Mountain Estates Association, Inc.**

In accordance with Article VII, Use Restrictions and Rules of the ***Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for Burnt Mountain Estates, (Declaration)*** these Rules and Regulations are published and distributed to the members of the Burnt Mountain Estates Association, Inc. These Rules and Regulations can be amended in the manner provided to amend the Declaration. In addition, the Board of Directors, from time to time and without the consent of the owners, may adopt, modify, or delete rules and regulations applicable to the Community. These rules shall be distributed to all Owners prior to the date that they are to become effective and after distribution shall be binding upon all Owners and Occupants in the Community. (Article VII, Use Restrictions and Rules, Section 1. General)

**The reference at the end of each rule refers to the section of the Declaration, and should be referenced for details and specifics . If the rule or regulation is approved and implemented by the Board of Directors, there will be no reference to the Declaration.**

1. **Use restrictions** must be complied with by all Owners and Occupants in the Community. These rules may be amended, as needed, by the Board of Directors. **(Please see the details in the Declaration in Article VII, Use Restrictions and Rules, Section 1: General).**
2. **Use of Residence** - Each Residence shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Residence or any part of the Community . . . . **(Please see the details in the Declarations in Article VII, Use Restrictions and Rules, Section 2: Use of Residence).**
3. **Leasing** - At least twenty (20) days prior to entering into the lease of a Residence, the Owner shall provide the Board with a copy of the proposed lease agreement. . . . . Residence may be leased only in its entirety. . . . . All leases must be for an initial term of not less than (1) year. . . . The lessee shall comply with all provisions of the Declaration, Bylaws, and rules and regulations. . . . Any violation of the Declaration, Bylaws, or rules and regulations... is deemed to be a default under the terms of the lease. **(Please see the details in the Declaration in Article VII, Use Restrictions and Rules, Section 3: Leasing).**
4. **Occupants are bound by all documents and rules** - All provisions ....which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants even though Occupants are not specifically mentioned. Fines may be levied against Owners or Occupants. If a fine is first levied against an Occupant and is not paid timely, the fine may then be levied against the Owner. **(Please see the details in the Declaration Article VII, Use Restrictions and Rules, Section 4: Occupants Bound).**
5. **Vehicles and Parking** - No Owner or Occupant may keep or bring onto the Community more than a reasonable number of vehicles per Lot, at any time, as determined by the Board. All vehicles shall be parked within garages, on driveways or on other designated parking areas in the Community. Parking in yards is prohibited. .... **(Please see the details in the Declaration Article VII, Use Restrictions and Rules, Section 5: Vehicles and Parking).**
6. **Speed Limits** – It is the intention of all residents to enjoy roads and trails without fear of speeding vehicles. All vehicles must proceed with caution at all times and at a rate of no more than 20 miles per hour. Guests and members are bound by these limits and it is the responsibility of the owner or occupant to inform guests of the speed limit.
7. **Motorcycles, dune buggies, and ATV's** - No motorcycles, dune buggies, ATV's, and no other vehicles which emit loud noises, shall be permitted to be operated on any Lot or on the Common Property, except for ingress or egress to a Lot. **(Please see the details in the Declaration Article VII, Use Restrictions and Rules, Section 6: Vehicles Prohibited).**
8. **ATV's and other small vehicles** may be used for landscaping work, but must proceed at a slow rate of speed.

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9. **Garages** - Garages may not be converted to living space without prior approval by the ACC. **(Please see the details in the Declaration Article VII, Use Restrictions and Rules, Section 7: Garages).**
10. **Animals and Pets** - No owner may keep any pets other than generally recognized household pets....and so long as not a nuisance, no more than a total of two (2) pets per lot....Any pet that roams free on the Community Area.....may be permanently removed by the Board upon seven (7) days written notice to the owner...**(Please see the details in the Declaration Article VII, Use Restrictions and Rules, Section 8: Animals and Pets).**
11. **Signs** - No sign of any kind shall be erected by an Owner or Occupant within the Community without the prior written consent of the ACC .... **(Please see the details in the Declaration Article VII, Use Restrictions and Rules, Section 9: Signs).**
12. **Existing signs** indicating the name(s) of the occupant, property location (street number) and other forms of property identification are "grandfathered" and can remain in place unless it is disapproved by the ACC. HOWEVER, all future signage MUST BE APPROVED by the ACC.
13. **Satellite Dishes** - Except as provided in the Declaration, no satellite dish, antenna or other device for transmission or reception ...shall be erected, used or maintained other than satellite dishes used in receiving television and internet broadcast services and must be no larger than one meter in diameter. Location of all dishes must be approved by the ACC if the dish can be seen from any road or any other lot or residence. **(Please see the details in the Declaration Article VII, Use Restrictions and Rules, Section 10: Antennas and Satellite Dishes).**
14. **Firearms** - The use, display or discharge of firearms or fireworks on any portion of the Community is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types. **(Please see the details in the Declaration Article VII, Use Restrictions and Rules, Section 11: Firearms and Fireworks).**
15. **Rubbish and Trash** - All rubbish, trash and garbage shall be regularly removed from a Lot and shall not be allowed to accumulate therein. ...These items may not be burned within the Community. **(Please see the details in the Declaration Article VII, Use Restrictions and Rules, Section 12: Rubbish, Trash, and Garbage).**
16. **Clotheslines, Garbage Cans, Woodpiles, Etc.** - All recreational equipment, hammocks, playground equipment, garbage cans, woodpiles and related equipment and similar items shall be located or screened / concealed from view from any street or road and from adjacent lots. Clotheslines are not permitted on any lot. **(Please see the details in the Declaration Article VII, Use Restrictions and Rules, Section 13: Clotheslines, Garbage Cans, Woodpiles, Etc).**
17. **Household garbage** (foodstuff) must be stored inside the residence until removal. Food attracts black bears and keeping the garbage inside will help prevent the bears from associating residences with a source of food. Do not place garbage on screened porches; it must be inside the residence.
18. **Garage Sales** - Garage sales, yard sales, flea markets, or similar activities are prohibited unless approved by the Board of Directors. **(Please see the details in the Declaration Article VII, Use Restrictions and Rules, Section 14: Garage Sales).**
19. **Fences** - No fence or fencing type barrier of any kind, excluding invisible "Radio Fences" designed to restrain pets, shall be allowed unless prior written consent from the ACC is received. **(Please see the details in the Declaration Article VII, Use Restrictions and Rules, Section 15: Fences).**
20. **Outside Lighting** - Unless permitted by the ACC, exterior lighting visible from the street shall not be permitted. Bulbs in fixtures shall be hid from view as not to annoy neighbors who enjoy the solitude of the area. Flood lights and other exterior lights must **not** stay on all of the time and should be controlled by "motion sensors, unless the light will be turned off manually. **(Please see the details in the Declaration Article VII, Use Restrictions and Rules, Section 16: Lighting).**
21. **Yard Art and Flags** - No artificial vegetation shall be permitted on a Lot. Exterior sculpture, fountains, flags, and similar items must be approved by the ACC..... Exceptions are statues less than four feet in height and flags no larger than 5 X 7 feet in dimension. **(Please see the details in the Declaration Article VII, Use Restrictions and Rules, Section 17: Artificial Vegetation, Exterior Sculpture, and Similar Items).**

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22. Tattered, worn, and faded flags can be removed at the discretion of the ACC.
23. **Nuisances** - It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on and in his or her Lot. . . . **(Please see the details in the Declaration Article VII, Use Restrictions and Rules, Section 18: Nuisance).**
24. **Unsightly or Unkempt Conditions** - The pursuit of hobbies or other activities which might tend to cause disorderly, unsightly, or unkempt conditions, including without limitation, the assembly and disassembly of motor vehicles and other mechanical devices, shall not be pursued or undertaken in any part of the Community except within closed garages. **(Please see the details in the Declaration Article VII, Use Restrictions and Rules, Section 19: Unsightly or Unkempt Conditions).**
25. **Abandoned Personal Property** - Personal property, except for personal property owned by the Association, is strictly prohibited from being stored, kept, or allowed to remain for a period of more than twenty-four (24) hours upon any portion of the Common Area..... **(Please see the details in the Declaration Article VII, Use Restrictions and Rules, Section 20: Abandoned Personal Property).**
26. **Tree Removal** - No trees shall be removed without the prior written consent of the ACC, except for (a) diseased or dead trees; (b) trees needing to be removed to promote the growth of other trees or for safety reasons; or (c) trees within ten (10) feet of the residence, driveway, or walkways constructed or to be constructed on the Lot..... **(Please see the details in the Declaration Article VII, Use Restrictions and Rules, Section 21: Tree Removal).**
27. **Drainage** - Catch basins and drainage areas are for the purpose of natural flow of water only. **(Please see the details in the Declaration Article VII, Use Restrictions and Rules, Section 22: Drainage).**
28. **Sight Distance at Intersections** - No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem. **(Please see the details in the Declaration Article VII, Use Restrictions and Rules, Section 23: Sight Distance at Intersections).**
29. **Solar Collectors** - No solar energy collector panels or attendant hardware or other energy conservations equipment shall be constructed or installed unless approved by the ACC. **(Please see the details in the Declaration Article VII, Use Restrictions and Rules, Section 24: Energy Conservation Equipment).**
30. **Joining of Lots, Changing Boundary Lines, Subdivision of Lots** - Lots may be joined or subdivided and boundary lines may be changed, subject to the conditions as outlined in the Declaration..... **(Please see the details in the Declaration Article VII, Use Restrictions and Rules, Section 25: Joining of Lots, Changing Boundary Lines, Subdivision of Lots).**
31. **Outbuildings and Similar Structures** - No structure of a temporary nature, unless approved in writing by the ACC, shall be erected or allowed to remain on any Lot, and no trailer, camper, shack, tent, garage, barn or other structure may be used as a Residence, either temporarily or permanently. **(Please see the details in the Declaration Article VII, Use Restrictions and Rules, Section 26: Outbuildings and Similar Structures).**
32. **Use of Common Elements** - There shall be no obstruction of the Common Area, nor shall anything be kept on, parked on, stored on or removed from any part of the Common Area without prior written consent of the Board.... **(Please see the details in the Declaration Article VII, Use Restrictions and Rules, Section 26: Use of Common Elements).**
33. **Swimming Pools** - No swimming pool shall be constructed, erected or maintained upon any Lot without prior written consent of the ACC, and in no event shall any above-ground swimming pool be permitted. **(Please see the details in the Declaration Article VII, Use Restrictions and Rules, Section 28: Swimming Pools).**
34. **Mailboxes** - The location, type, color, size, and design of all mailboxes must be approved by the ACC. **(Please see the details in the Declaration Article VII, Use Restrictions and Rules, Section 29: Mailboxes).**
35. **Exterior Security Devices** - No exterior security devices, including, without limitation, window bars, shall be permitted on any residence on a Lot..... **(Please see the details in the Declaration Article VII, Use Restrictions and Rules, Section 30: Exterior Security Devices).**

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36. **Fuel or Water Tanks** - No fuel tanks or water tanks shall be stored or maintained upon any Lot to be visible from any street or road or from any other Lot. Location shall be approved by the ACC. **(Please see the details in the Declaration Article VII, Use Restrictions and Rules, Section 31: Fuel or Water Tanks).**
37. **Window Treatments** - No foil or other reflective materials shall be used on any windows for sunscreens, blinds, and shades or for any other purpose without ACC approval. **(Please see the details in the Declaration Article VII, Use Restrictions and Rules, Section 32: Window Treatments).**
38. **Retaining Walls** - No retaining wall of any kind shall be placed, erected, allowed or maintained upon any portion of the Community, including any Lot, unless the type and location thereof shall have received the prior written consent of the ACC. **(Please see the details in the Declaration Article VII, Use Restrictions and Rules, Section 33: Retaining Walls).**
39. **Erosion Control; Contamination** - No activity which may create erosion or siltation problems in the Community shall be undertaken on any Lot without the prior written approval of the Board of Directors..... **(Please see the details in the Declaration Article VII, Use Restrictions and Rules, Section 34: Erosion Control; Contamination).**
40. **Sale of Lots** - A Lot Owner intending to make a transfer or sale of a Lot or any interest in a Lot shall give the Board written notice of such intention within seven (7) days after execution of the transfer or sales documents. . . .  
 . . Within seven (7) days after receiving title to a Lot, the purchaser of the Lot shall give the Board written notice of his or her ownership of the Lot. Upon failure of an Owner to give the required notice within the seven-day time period provided herein, the Board may levy fines against the Lot and Owner thereof, and assess the Owner for all costs incurred by the Association in determining his or her identity. **(Please see the details in the Declaration Article VII, Use Restrictions and Rules, Section 35: Sale of Lots).**
41. **Roads in the Association** - roads in the association are private and are maintained by the Association. Damage caused to the roads by over weight or large vehicles or by vehicles with metal tracks, will be the responsibility of the owner or occupant that allows or requests that the vehicle come on the property. Repairs will be made and billed to the responsible persons. All construction traffic is governed by the provisions of the ***Burnt Mountain Estates Association, Inc., Architectural Guidelines***, which are on file at the clerk's office in Dawson and Pickens Counties or may be downloaded from the website, [www.burntmt.com](http://www.burntmt.com) or a copy can be obtained from the Secretary/Treasurer or the Chairman of the ACC.
42. **Gates** – the gates in Burnt Mountain Estates are an integral part of the security for the development. To deliberately force open a gate for any reason is not permitted. Any and all damages to the gates and the associated opening/closing apparatus will be charged to the owner or occupant, even if the damage is caused by a guest, vendor, etc. “Gate Keepers” are listed on the website and these person should be contacted about ingress, codes to enter, acquisition of remote openers, opening the gate manually in the event of a power or mechanical failure. IT IS THE RESPONSIBILITY OF EACH PROPERTY OR HOME OWNER TO KNOW THE GATE KEEPER FOR THE GATE TO THEIR PROPERTY AND TO CONTACT THIS PERSON FOR INGRESS, EGRESS OR IN THE EVENT THE GATE DOES NOT OPERATE PROPERLY. The gate codes will be changed from time to time and each owner will be notified by email, phone or telephone of such changes as soon as possible and in advance if it is a routine change. It is the responsibility of each owner / occupant to safe guard the gate code at all times and if there is reason to believe that a code has been divulged to person(s) who could pose a security risk, notify the “Gate Keeper” immediately.
43. **Black Bears** – bears can become a nuisance when they associate a home with a source for food. All food related garbage should be stored inside away from the bears (see 13.1 above). If a bear becomes a nuisance, please contact your neighborhood director or any officer. All requests to the state wildlife officials for “bear removal” must be coordinated through the Association to insure it is the best course of action for all members and will help eliminate the possibility of inadvertently trapping a household pet. “Bear removal” is not always successful, since the relocated bears often find their way back to the original location. **DO NOT FEED THE BEARS** – either deliberately or by leaving garbage outside your home!

Approved and adopted:  
**Board of Directors,**  
**Burnt Mountain Estates Association, Inc.**  
 Revised: July 20, 2004