



## 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.

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CROSS REFERENCE  
DBED/GED BOOK 516  
PAGE 415

After Recording Return To:  
Dennis R. Barfield  
12875 Applechicken Hwy.  
Morganton, Ga. 30560

00670

COUSLIS, FANNIN COUNTY  
CLERK'S OFFICE RECORDER COPY  
FILES PER BOOK# 1/22/03  
AS TO: 10AM RECORDED 1/22/03  
BOOK 485 PAGE 324-27  
JAN 22 2003  
CLERK OF SUPERIOR COURT

712 REFERENCE PROTECTIVE COVENANTS, ROAD EASEMENT AND  
MAINTENANCE AGREEMENT FOR  
**BEAR CREEK TRAILS SUBDIVISION**

STATE OF GEORGIA  
FANNIN COUNTY

WHEREAS, the undersigned, Dennis R. Barfield, II and Grady Turner, is the owner of that certain tract of land known as 13.699 acres located in Land Lot Number 204 of the 8<sup>th</sup> District and 1<sup>st</sup> Section of Fannin County, Georgia, according to a plat of Survey thereof made by Rochester & Associates, ORLS #2653, dated 10/14/02 and recorded in Plat Hanger G-357, Page 6-7, Fannin County Records; and

WHEREAS, the undersigned desires to devote said 13.699 acres to residential use and considers it desirable and appropriate to record covenants applicable to all of the property shown on said plat dated 10/14/02 and recorded in Plat Hanger G-357, page 6-7, Fannin County Records. The above described property to be known as Bear Creek Trails Subdivision, Phase I.

NOW THEREFORE, for and in consideration of the premises and of the benefits, both present and future, to the undersigned and to its successors and assigns, the undersigned does hereby covenant and agree that the aforementioned property shall be subject to the following restrictions, covenants and conditions which shall in each instance be construed as covenants running with the land.

1. The land described and embraced in the above referenced property shall be used solely for residential purposes.
2. No dwelling shall contain less than 1000 square foot of heated living area on the first floor, exclusive of garages, basements, covered walks, open and/or screened porches, patios, terraces, pool area or other similar areas. Total square footage of any dwelling must be 1500 square feet or more. The Developer shall be fully authorized to grant exceptions to the provisions of this paragraph.
3. The exterior of all structures shall be of log or wood construction and painted or stained with natural colors. All construction shall be completed within one year from the date that structural work begins. All foundations or block work shall be covered with rock. Lots shall be landscaped and maintained in a neat manner. Lots must be maintained before, during and after construction.

Road maintenance during construction: Each lot owner shall be responsible for any damage to the subdivision roads caused by construction on their lot and shall repair and maintain said damage during said construction.

4. No trade or commercial activity of any kind (noxious or offensive or otherwise) with the exception of seasonal or full time rental of log homes, shall be conducted or permitted upon the property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighbors.
5. None of the property shall be used or maintained as a dumping ground for rubbish, debris, waste, garbage or other unsightly objects or matter. No garbage, or other waste, shall be kept on said premises except in covered sanitary containers.
6. No trailer, mobile home, camper unit, basement, tent, shack, garage, barn, or other outbuilding erected on the property shall at any time be used as a residence. No inoperable vehicle or parts of same, shall remain parked on the property. No trailer or camper unit shall be permitted on the property for any purpose except for short term use as recreational camping provided, however, under no circumstances shall a mobile or modular home be placed on the property.
7. Any sewage disposal system placed on said property must be approved by and comply with the Fannin County Environmental Health Department's rules and regulations prior to beginning the construction of a residence.
8. Said property is subject to easements of record in the Office of the Fannin Superior Court, including but not limited to easements executed for the purpose of installing and running power lines through, over and across said property and any other utility easements.
9. These covenants are real covenants running with the land and shall be binding upon and shall inure to the benefit of all the purchasers and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded. These covenants may be amended during said initial period by an instrument signed by the Developer and placed on record agreeing to change said covenants in whole or in part. At such time as 80% of the lots of the subdivision have been sold by the Developer, Developer shall relinquish his rights to amend the covenants, and the covenants shall then be amendable only by majority consent of the lot owners. The owners shall have the power of one (1) vote per lot owned. After first twenty (20) years, said covenants shall be extended for successive periods of twenty (20) years each as provided in OCGAS 44-5-60, et. Seq. unless terminated as provided in Official Code of Georgia Annotated Section 44-5-60.  
Dennis R. Barfield, II and Grady Turner, as Developer, his successors and assigns, or any lot owner, may proceed in equity against any lot owner in violation of these covenants.
10. Subdivision roads shall not provide ingress and egress to properties located outside the subdivision boundaries as shown on the referenced plat without the prior written consent of the Developer.

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11. The Developer, Dennis R. Barfield, II and Grady Turner, shall not be liable for money damages for any breach or violation of these covenants, the sole remedies for breach being injunctive relief against the lot owner (s) breaching or violating these covenants.
12. Invalidation of any one of these covenants by judgment or any court order shall in no way affect any of the other restrictive provisions which shall remain in full force and effect.

#### WATER USE, MAINTENANCE AND EASEMENT AGREEMENT

A Water System services the property and all other properties added by amendment.

All future owners of BEAR CREEK TRAILS SUBDIVISION and all other properties added by amendment shall have a permanent and perpetual right to contract for water service from the above described water system as detailed in the recorded Water Agreement.

Additionally, at the point of closing of the sale of a lot, each owner shall pay a fee of \$1500.00 per lot for access to water service. At the point of tap-on to the water system (per the terms of the owners' water agreement), the owner shall pay \$500.00 as a tap-on fee for installation of each water meter. These fees shall not include installation fees associated with running a water line from the meter to the owner's dwelling; said running of this water line and maintenance of same, as well as any filtration equipment and backflow prevention and maintenance, shall remain the responsibility of the Owner.

#### ROAD MAINTENANCE AND ASSESSMENTS

All purchasers of Lots within Bear Creek Trails Subdivision, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, are deemed to covenant and agree to pay to the Developer, (1) Annual assessments or charges for regular road maintenance within Bear Creek Trails Subdivision; and (2) special assessments for emergency repairs to said roads within Bear Creek Trails Subdivision, these assessments to be established by:

1. For annual assessments for regular road maintenance; Each Owner of each lot shall pay an annual assessment fee (to begin at \$150.00 per year in 2003 for each lot owned, and to be prorated for the remainder of the year of the closing of the initial sale of the lot) for maintenance of the road system in Bear Creek Trails Subdivision. The assessment fee shall be due by January 10<sup>th</sup> of each year. Lot owners shall not be required to pay this assessment until a drive is installed on their lot (s). Private drive ways shall be maintained by the lot owners.
2. By a majority vote of all lot owners, special assessment for emergency repairs or upgrades to said road shall be established, with each lot owner responsibility for a pro-rata share of said approved emergency assessment (one share per lot owned).

Future upkeep and maintenance of the subdivision road will be the responsibility of the lot owners when the Developer has sold 80% of all lots. Lot owners shall then have the sole responsibility for collecting the assessment fees for maintenance.

#### PROPERTY RIGHTS IN COMMON PROPERTIES

Every lot owner shall have a nonexclusive right, license, privilege, and easement of enjoyment in and to the Common Properties (if any), and such easement shall be appurtenant to and shall pass with the title to every lot. In addition, the Developer does hereby grant unto the Owners of each Lot in the properties a non-exclusive easement in perpetuity for ingress and egress over and across the streets, road and walks in the Common Properties for all lawful purposes. The Developer shall convey legal title of the Common Properties to the Homeowners' Association if and when the lot owners form same.

THIS AGREEMENT SHALL be binding upon and shall inure to the benefit of the undersigned, their successors and assigns, upon and between the several assigns of properties subjected hereto and upon the terms and conditions hereof.

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IN WITNESS THEREOF, the undersigned acting by and through its duly authorized officers and agents, has caused this instrument to be executed on its behalf and its seal to be affixed,

This 12th day of October, 2002.

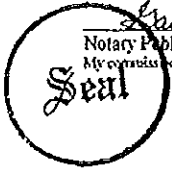
Signed, sealed and delivered  
in the presence of:

Walter W. J.  
Witness

Dennis R. Barfield, II  
Dennis R. Barfield, II

Grady Turner  
Notary Public  
My commission expires: 12/20/04

Grady Turner  
Grady Turner



Return Recorded Document To:  
Russell B. Larisey, Jr. P.C.  
P.O. Box 2199  
Blue Ridge, GA 30513  
706-632-7117

The Clerk of Superior Court for Fannin County  
Is ask to mark this document to be cross-referenced  
With document recorded in Deed Book 485,  
Page 324-27, Fannin County Records.

GEORGIA, FANNIN COUNTY  
CLERK OF SUPERIOR COURT OFFICE  
FILED FOR RECORD 7/17/03  
AT 3:01P M RECORDED 7/17/03  
BOOK 516 PAGE 415

*[Signature]*  
DANA G. GIUSTAN  
CLERK OF SUPERIOR COURT

57075

AMENDMENT #1  
TO  
PROTECTIVE COVENANTS, ROAD EASEMENT AND MAINTENANCE  
AGREEMENT  
FOR BEAR CREEK TRAILS SUBDIVISION

This AMENDMENT #1 TO ROAD EASEMENT AND MAINTENANCE AGREEMENT AND  
PROTECTIVE COVENANTS FOR BEAR CREEK TRAILS SUBDIVISION is made this 3<sup>rd</sup> day of  
July, 2003, by the undersigned Dennis R. Barfield, II and Grady Turner (hereafter referred to collectively  
as "Declarant")

WITNESSETH:

WHEREAS, Declarant previously recorded that certain ROAD EASEMENT AND MAINTENANCE  
AGREEMENT AND PROTECTIVE COVENANTS FOR BEAR CREEK TRAILS SUBDIVISION (the  
"Covenants") in Deed Book 485, Page 324-27, Fannin County Deed records; AND

WHEREAS, said Covenants provided that Declarant reserved the right to make any amendment,  
modification or change to said Covenants, in their sole judgment and discretion, for clarification,  
correction, and general improvement of lifestyle and comfort in BEAR CREEK TRAILS  
SUBDIVISION;

NOW THEREFORE, Declarant makes and hereby publishes its First Amendment as follows:

A. Declarant amends said covenants, under #2, to state the following:

No dwelling shall contain less than 832sq' on the main level, with a totalsquare footage of any dwelling to  
be 1200 square feet or more. The Developer shall be fully authorized to grant exceptions to the provision  
of this paragraph.

Binding Effect - This declaration shall be binding upon the undersigned, its  
heirs, administrators, successors and assigns. Said declaration shall run with the title to the  
property described above and any subsequent property that is added hereto by amendment.

IN WITNESS WHEREOF, DENNIS R. BARFIELD, II AND GRADY TURNER has caused this  
Amendment #1 to Road Easement and Maintenance Agreement and Restrictive Covenants for BEAR  
CREEK TRAILS SUBDIVISION to be executed the day and year first written above.

Signed, sealed and delivered in the  
Presence of:

*[Signature]*  
Witness

*[Signature]* (SEAL)  
DENNIS R. BARFIELD, II

*[Signature]*  
Notary Public  
My Commission Expires:

*[Signature]* (SEAL)  
GRADY TURNER

