



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.



Please cross reference to:
Deed Book 693, Page 456;
Deed Book 760, Page 528
Deed Book 1051, Page 372

AMENDED AND RESTATED DECLARATION OF
PROTECTIVE COVENANTS AND RESTRICTIONS FOR BIG SKY MOUNTAIN

THIS REVISED, AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS for Big Sky Mountain Subdivision is made and published by Big Sky Homeowners Association, Inc. (the "Association") and is effective on the 8th day of July, 2019.

WHEREAS, Partain Enterprises, LLC (the "Original Declarant"), entered those certain Protective Covenants and Restrictions and as amended, being recorded in Deed Book 693, Page 456; Deed Book 760, Page 528; and Deed Book 1051, Page 372, Fannin County, Georgia, deed records;

WHEREAS, the Original Declaration imposed upon the submitted Property (said Property being defined in the Original Declaration and amendments thereto) mutually beneficial restrictions for the benefit of all owners of real property within the Property; and

WHEREAS, the Association, as successor to Declarant, desires to make clarifications and modifications to the Protective Covenants and Restrictions through this Amended and Restated Declaration of Protective Covenants and Restrictions for Big Sky Mountain;

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the undersigned do hereby declare that the Property, including all supplements and amendments, and any additional property which is hereafter subjected to this Declaration by a supplemental declaration shall be held, sold, used and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of and which shall run with the title to the real Property subjected to this Declaration. This Declaration shall be binding on all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors, successor-in-title, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
Definitions

1. Homeowners Association (the "HOA"): Big Sky Homeowners Association, Inc. as established November 1, 2006, and as governed by the Association's current Bylaws, established September 22, 2017, and as same may be subsequently amended.
2. Lot: Any tract of land defined as part of the 117.10 acres of land included in the Big Sky Subdivision, Phase 1 and Phase 2, and not previously excluded from the Big Sky Mountain Homeowners Association.
3. Lot Owner: Any person, persons, or entity with valid title to a Lot.
4. Development: The entirety of 117.10 acres of land included in the Big Sky Subdivision, Phase 1 and Phase 2, and not previously excluded from the Big Sky Mountain Homeowners Association, including all common areas.
5. Developer: Partain Enterprises, LLC and/or its predecessors and/ or successors.
6. Residence: Any single-family home constructed on a Lot or Lots, and conforming to the covenants herein.
7. Rental Property: Any property or Lot in the development that is rented.
8. Rental Property Owner: Any person, persons, or entity with valid title to a Lot, including Rental Property on said Lot.
9. Rental Property Occupants: Any person, persons, or entity who are renting the property from the Rental Property Owner, including but not limited to, expected visitors.
10. Rental Program: Renting out a Rental Property to Rental Property Occupants by Rental Property Owner or by a rental property management company as designated or hired by Rental Property Owner.
11. Rental Property Owner Impact Fee: An annual monetary assessment collected from each Rental Property Owner.

ARTICLE II
Homeowners Association
(the HOA)

1. The HOA will collect an annual monetary assessment from each Lot Owner and special assessments for emergency repairs or special upgrades. The HOA Bylaws govern said guidelines for such assessments.
2. The HOA will collect an annual Rental Property Owner Impact Fee from Rental Property Owners. The Rental Property Owner Impact Fee shall be based on the maximum number of persons that a rental property allows under their maximum occupancy. The HOA Bylaws govern said guidelines for such assessments.
3. The HOA, as governed by the HOA Bylaws, shall have the authority to make assessments and to levy against any Lot and Lot Owner who fails to pay an assessment when due.
4. Any notice of lien shall be filed in the deed records as maintained in the office of the Clerk of the Superior Court of Fannin County, Georgia. Any lien placed against a Lot shall be perpetual in nature and viewed in the same legal stance as a utility lien. The annual assessments, special assessments and impact fees, together with interest, costs and reasonable attorney's fees, shall be charged on the land and shall be a continuing lien upon the Lot against which each such assessment is made.
5. The HOA shall have the authority and hereby reserves the right, without obligation, to dedicate any Development road right of way to an appropriate governmental agency.
6. The HOA shall conduct an annual meeting and special meetings, if necessary, to conduct business and address issues as same may arise from time to time with the Development. Notice of such meetings, voting procedures, and other matters of business for such meetings shall be as set forth in the HOA Bylaws.

ARTICLE III
Lot Use

1. All Lots are for single-family residential purposes only. Any and all commercial activity is strictly prohibited, except as set forth in regard to Rental Property.
2. Only one Residence is allowed on any one Lot.
3. No Lot shall be subdivided into additional lots.

4. If the Lot Owner combines adjoining Lots for any purpose, each original Lot as platted shall keep both its voting rights within the HOA and its liabilities in regard to assessments and levies.
5. The grounds of each Lot, whether vacant or occupied, shall be maintained in a neat and attractive condition.
6. The Development is intended to remain wooded. Clearing shall be for driveways, Residence sites, septic tank placement, and/or enhancing the views. Any Lot Owner wishing to cut trees over 8 (eight) inches in diameter off of their Lot must first get approval from the HOA prior to such activity to insure no adverse effect to any other Lot, unless the tree presents an imminent threat of harm to person or property, in which event the Lot Owner shall not be required to seek advance HOA authorization, . No Lot shall be stripped of all its trees.
7. Lots above 2200 feet elevation are subject to The Mountain Protection Act.
8. No new roads shall be built across any Lot for the purpose of connecting with the interior roads within the Development.
9. No Lot shall be used in whole or part for any illegal activity.
10. No noxious or offensive activity will be allowed on any Lot or within the Development; nor may anything that may be or become an annoyance or nuisance to the Development.
11. No Lot shall be used for storage of any property or thing that will cause such Lot to appear in an unclean or untidy condition. This includes anything that is obnoxious to the eye, emits a foul or obnoxious odor, or causes any noise that will disturb the peace, quiet, comfort, or serenity of the development. The HOA shall determine whether any such condition violates this provision and such determination shall be made the sole discretion of the HOA.
12. No automobiles, trucks, or other motor vehicles without current license tags may be kept on any Lot or within the Development unless such vehicle is stored inside the garage.
13. Firearms, compound bows and cross bows may not be discharged on any Lot or within the Development for recreational purposes.
14. No tower, including, but not limited to, cellular towers and communication towers, shall be built on any lot.
15. Fireworks are strictly prohibited within the development.
16. The Development is intended to be peaceful and tranquil. To prevent anything that may be or become an annoyance or nuisance to the Development, there shall be a quiet time period between 10:00pm and 7:00am each day.

17. In the event that any Owner desires to sell or otherwise transfer title to his or her Lot, such Owner shall give the Board of Directors at least seven (7) days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board of Directors may reasonably require. The transferor shall continue to be jointly and severally responsible with the transferee to all obligations of the Owner of the Lot coming due prior to the date upon which such notice is received by the Board of Directors including assessment obligations, notwithstanding the transfer of title to the Lot. Each transferee of a Lot shall, within seven (7) days of taking title to a Lot, confirm that the information previously provided by the transferor is complete and accurate.

ARTICLE IV **Residences**

1. Each Residence shall be constructed with at least 1000 (one thousand) square feet of main floor area and 1500 (fifteen hundred) square feet of total heated living space, not including basement footage.
2. Design and materials must be of earth tone colors so as to blend with the forest and to promote a harmonious appearance in the subdivision.
3. Exterior finish must be of permanent type, such as log, log siding, stone, and cedar shingles. No residence can be constructed of concrete or other block.
4. Any exposed concrete foundation, chimney, etc. must be covered with rock, stucco, or wood.
5. No bright paint or bright roof colors are permitted on any Residence or outbuilding.
6. No more than one outbuilding may be constructed on any lot. It must be enclosed on at least three sides. Materials, colors, and roof must match the Residence.
7. No Residence or outbuilding, including garage and porches, shall be erected on any Lot closer than 50 (fifty) feet to the boundary line bordering any road or closer than 50 (fifty) feet to any Lot line. The HOA and the adjacent Lot Owner must approve any exception to this requirement. Where two or more Lots are acquired as a single building site, the offset shall refer only to the Lot lines of adjacent lot owners.
8. No permanent streetlights or yard lights erected on any portion of any Lot in the development is allowed. Motion sensor lights affixed to a residence shall be permitted so long as such lights are not directed at a neighboring residence.
9. No chain link fences will be allowed. Fences must be constructed of wood, such as split rail.

10. All propane tanks must be buried or covered from view by fencing, shrubbery, et cetera.
11. No house trailers, mobile homes, doublewide trailers, relocated older homes, or tents will be allowed at any time, except as provided for during the construction, more fully described below.
12. Any boat trailers, utility trailers, campers, motor homes and et cetera may be maintained at a Residence if kept in a neat and orderly manner.
13. No trampolines, children's swing set, or various other recreational toys shall be allowed in front (road side) of a residence.
14. No junk or household appliances shall be kept, stored, or repaired in plain sight on any Lot.
15. Any Residence or outbuilding, which suffers major exterior damage by fire, wind, or other causes, shall be repaired or removed within 6 (six) months.
16. Outdoor burning must be contained in a burn barrel, fire pit, barbeque or fireplace.

ARTICLE V
Rental Properties

1. Any Property Owner shall be required to notify the HOA Board in writing not less than 30 days prior to any of the following:
 - a. Placing their property in a Rental Program
 - b. Removing their property from a Rental Program
2. Rental Property Owners are required to use vetting procedures with respect to those renting any Rental Property. Prior to any Rental Property Occupants or expected visitors entering the Development, Rental Property Owners are required to collect and maintain for a period of at least 24 months from the date of such rental for use by the HOA in the event of any crime, loss, personal injury or damage to property:
 - a. the names and ages of all persons who will stay in the Rental Property
 - b. the names and ages of all persons identified as guests for the Rental Property, such as, but not limited to, children, family or other guests of the person or persons whose name is listed as the renter on the reservation booking.
 - c. home address, telephone number and email address of the person making the reservation for the Rental Property

- d. copy of driver's license of person making the reservation
 - e. identify the vehicle(s), including state tag number, of Rental Property Occupant(s)
3. All Rental Property Owners shall display a sign within their rental property that is prominently featured and easy to read, which contains the following phrase: "This is a residential community. No recreational firearms discharge/recreational weapons use. No fireworks. No noise disturbance between 10.00pm and 7.00am."
4. The Development will operate a 'real time' notification system that will be employed when Rental Property Occupants cause a nuisance, disturbance or safety concerns. The Rental Property Owner will be contacted directly at the time of the issue by phone, by the Lot Owner raising the issue. The Rental Property Owner will also be sent a follow-up email, by the Lot Owner raising the issue. All currently serving HOA Board members will be copied on the email.
5. All Rental Property Owners shall have functional video surveillance cameras in operation on any Lot/Rental Property that they rent in the Development. This will provide Rental Property Owners with the capability to remotely assess situations at their Lot/Rental Property.
6. The HOA will collect an annual monetary assessment from each Rental Property Owner. This assessment, the Rental Property Owner Impact Fee, shall be based on the maximum number of persons that a Rental Property allows under their maximum occupancy. This annual Rental Property Owner Impact Fee is in addition to HOA annual lot dues and special assessments. The HOA Bylaws govern said guidelines for such assessments.
7. The HOA Board has the right to remove any Rental Property from the Rental Program if any activities associated with the renting of the property or its Rental Property Occupants cause a nuisance, disturbance, or safety concerns. The HOA By-Laws govern said guidelines for removal.
8. The Process for Removal from the Rental Program may be instituted following one or more complaints by Lot Owners, the following escalation procedure may be followed:
 - a. First occurrence: Verbal Warning. A verbal warning may be issued to the Rental Property Owner by the HOA Board and recorded with the HOA Board.
 - b. Second occurrence: Written Warning. A written warning may be issued to the Rental Property Owner by the HOA Board and recorded with the HOA Board.
 - c. Third occurrence: Final Written Warning. A final written warning may be issued to the Rental Property Owner by the HOA Board and recorded with the HOA Board.

Each stage of this process will be reviewed by the HOA Board. The HOA Board will agree upon the appropriate action taken. If there is a fourth occurrence, a Special Meeting may be called by the HOA Board and a vote of the Lot Owners may determine if the Rental Property is to be removed from the Rental Program. This vote shall be decided by a simple majority. Annual monetary assessment (Rental Property Owner Impact Fee) from each Rental Property Owner may be increased at any of the stages from Written Warning onwards.

ARTICLE VI **Construction**

1. Plans and specifications of all proposed Residences, including colors and materials, must be submitted and approved by the HOA before construction may commence.
2. A non-refundable \$500.00 road impact fee is due to the HOA when a building permit is issued.
3. Before construction may commence, the Lot Owner must contact the Fannin County Health Department to get approval of the location of the residence.
4. When the construction of any residence has commenced, work thereon must proceed diligently and must be completed on the outside within 6 (six) months from date of commencement and totally finished and a certificate of occupancy shall be issued by the Fannin County Building Inspector within 12 (twelve) months.
5. Outside landscaping must be completed within 60 (sixty) days of the completion of the residence. Outside landscaping means that all areas are covered with natural growth, grass, sod, shrubs, trees, and/or mulch. No bare dirt shall be exposed except during construction.
6. No outbuilding, garage, shed, tent, trailer, or temporary building of any kind shall be erected prior to the commencement of construction of a Residence.
7. No outbuilding, garage, shed, tent, trailer, basement, or temporary building of any kind shall be used for temporary or permanent residence purposes; however, the use of a temporary construction shed or trailer during the time of actual construction is permitted.
8. The use of adequate sanitary toilet facilities for workman may be provided during construction.

9. Each Lot Owner will be responsible for putting in a culvert under their driveway at the road where and when the HOA deems necessary or as advised by an engineer hired by Owner or HOA as to not interrupt drainage of water.

10. It is explicitly understood that damage to the roads in the development caused by ongoing construction of a Residence shall be the responsibility of that Lot Owner to repair. Said damage would include that caused by irresponsible use and loading machinery and materials during adverse conditions. Repairs shall be made within 7 (seven) days of request by the HOA.

ARTICLE VII

General

1. No motorcycles or other externally mounted engine vehicle shall be permitted in the Development except for the entry and exit from the area. All vehicles must be properly muffled so as to not disturb other Lot Owners.

2. All-Terrain vehicles are allowed as long as they do not create a nuisance, adhere to posted speed limits, and do not trespass upon other Lots not owned by the vehicle operator.

3. No signs of any type shall be displayed to public view on any Residence, Lot, or within the Development. Excepted from this are residence name and number signs, residence security signs, private driveway/no trespass signs, sign advertising Lot or Residence for sale, or a temporary builder's sign. Said sign shall not be any larger than 36" by 36", and be professionally lettered and neatly installed.

4. No animals, including birds, insects and reptiles, may be kept on any Lot unless kept thereon solely as household pets and not for commercial purposes. No livestock or poultry of any kind is permitted on any lot. No animal shall be allowed to become a nuisance. No structure for the care, housing or confinement of any animal shall be constructed, placed or altered on any Lot unless plans and specifications for said Structure complies as follows: A pen shall have secure sides and a secure top. A fence must have all sides of sufficient height, and the bottom must be constructed or secured in such a manner as to prevent the animal's escape from over or under the fence. Any pen or fence must provide protection from the elements for the animal. In no case shall such structure or confinement be permitted in the front of the house. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. Pets shall be under leash when walked or exercised in any portion of the subdivision, except where such activity takes place upon the pet owner's Lot.

5. The subdivision roads in the Development are privately maintained roads. The upkeep and maintenance of all subdivision roads and easements within the Development shall be the

responsibility of the HOA. All Lot Owners are conveyed and shall have an easement over and across the subdivision roads for ingress, egress and utilities.

6. As the Developer assigned and transferred all responsibility and ownership of the water system to an independent, private company, the HOA has no rights or obligations to administer, govern, or repair said system.

7. These covenants and restrictions shall run with said land and shall be binding upon all portions and all persons claiming under them for a period of twenty years from the date hereof and shall automatically renew in twenty year periods thereafter unless terminated by a vote as set forth below. These covenants and restrictions may be amended at any time and from time to time by the HOA upon an affirmative vote of 67% of the then Lot Owners, with one vote per Lot.

8. Nothing contained in this agreement shall be construed as enlarging the liability of the HOA for personal injuries to any Lot Owner, Lot Owner's family and/or guests, or any other persons within the Development. Any assertions of liability on the HOA for negligence shall be determined without regard to the provisions of this agreement.

9. If any of the covenants, conditions, restrictions, easements or other provisions of these Covenants shall be unlawful, void or voidable for violation of the Rule Against Perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of Her Majesty Queen Elizabeth II, the Queen of England.

IN WITNESS WHEREOF, the undersigned hereby adopts this Amended and Restated Declaration this ____ day of _____, 2019.

Signed, sealed and delivered before me:

Big Sky Homeowners Association, Inc.

Witness

_____(SEAL)
By: Paul Dodsworth
Its: President

Notary Public

_____(SEAL)
Attest: Terence Norman
Its: Secretary