



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.

Return to: DOCH 006317
FILED IN OFFICE
05/04/2006 01:58 PM
BK-1261 PG:519-521
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GLENDA SUE JOHNSON
CLERK OF SUPERIOR
COURT
GILMER COUNTY

J. Byron Wyndham & Assoc
777 East Main Street
Blue Ridge, Georgia 30513

State of Georgia
County of Fannin

Protective Covenants

This declaration of Protective Covenants is made and published this 24th day of April, 2006, by _____, BLACK BEAR RIDGE DEVELOPMENT, LLC, hereinafter referred to as "Developer".

Witnesseth:

That whereas, said Developer is the owner of the development known and being of all those lots, tracts or parcels of land situate, lying and being in Land Lots 187 and 210, of the 6th District and 2nd Section of GILMER County, Georgia, and being more particularly shown as consisting of 104.11 acres, more or less, as shown on a plat of survey prepared by Mark E. Chastain, Georgia Registered Land Surveyor, #2718, dated June 28, 2005, said plat being recorded in Plat Book 46, page 2807, in the Office of the Clerk of Superior Court, GILMER County, Georgia, said plat being referred to and made a part hereof, **known as BLACK BEAR RIDGE**

Whereas, it is to the interest, benefit and advantage of the Developer, and to each and every person who shall hereafter purchase any lot, tract or parcel of land in said development that certain protective covenants governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the land;

Now, therefore, for and in consideration of the premises and of the benefits to be derived by the Developer, and each and every subsequent owner of any of the lots in said development, said Developer does hereby set up, establish, promulgate, and declare the following protective covenants to apply to all of said lots and to all persons owning said lots, or any of them, hereafter; these protective covenants shall become effective immediately and run with the land and shall be binding on all persons claiming under and through the Developer, to wit:

- 1. Sewage Disposal:** A septic tank and proper drain field, in accordance with the standards of the Health Department of the State of Georgia, will be used for sewage disposal for buildings constructed on said subdivision lots, unless said buildings are attached and connected to a public sewer system;
- 2. Temporary Structures:** No structure of a temporary character, such as a basement, trailer, lean-to, tent, shack, garage, barn or other outbuilding will be used on any lot at any time as a residence or business, except for construction trailers which must be removed at the end of the construction term. The exterior of all structures to be constructed on any said lots shall be completed within nine (9) months from the date that construction begins.
- 3. Mobile Home or Manufactured Homes:** No mobile home, pre-fabricated home or manufactured home of any type will be used or located on any lot at any time as a residence either temporarily or permanently. All homes or buildings must be built on site.

4. Building Location: No house or building will be built closer to an adjoining subdivision lot than fifteen (15) feet from the side and rear lot lines.

5. Land Use: No lot will be used for any purpose other than residential use. No building shall be erected on any lot that will be used as a school or church. No lot may be subdivided.

6. Easements: Easements for installation and maintenance of utilities are reserved whereby power, telephone, cable tv and water lines with all essential clearing may be installed along the roads which traverse the above-described lots and/or along the side and rear lot lines. All utilities shall be underground except those in areas where the terrain cannot accommodate equipment required to install underground utilities. No television antennas permitted or satellite dishes in excess of twenty four (24) inches in diameter will be permitted.

7. Architectural Control: Concrete block construction is prohibited on any lot except that concrete block may be used in the foundations and chimneys of houses erected on said lots, and must be covered with either stucco, rock or wood.

All roofing shall be either metal or architectural grade asphalt shingles and shall be the color of winter green, black or dark brown.

All structures shall be of a log cabin style and design, with logs, half logs or log siding.

All construction shall comply with all local and state codes and be of reasonable architectural design and must be completed within one year of beginning of construction. All structures must be approved by the Developer or the Homeowners Association.

During construction, there shall be no burning of materials and no on site burying of materials of trees or stumps. All construction debris shall be removed from the development.

8. Nuisances: No noxious or offensive activity will be carried on upon any lot, nor shall anything be done thereof which may be or become an annoyance or nuisance to the neighborhood. No nuisance or offensive, noisy or illegal activity will be done, carried on, suffered, or permitted upon any lot, nor will any lot be used for any illegal purpose. No recreational use of all terrain vehicles, dirt bikes, motorcycles or any similar type vehicles shall be used within the development, except where may be used by business invitees on a temporary basis.

Each lot will be kept and maintained completely free of any junk, trash, and garbage (including old vehicles and discarded appliances). Each lot and the improvements constructed thereon shall be maintained in a good, safe and attractive condition.

9. Separate Structures and/or Outbuildings: No separate structures of any type shall be placed upon any lot or tract unless the structure is connected to the main dwelling by a breezeway or other similar type connecting device.

10. Signs: "For Sale" signs for a business or lot/tract will be permitted provided they are not in excess of two (2) square foot in size.

11. Dwelling Size: No house or building shall be constructed on any lot with less than twelve hundred (1,200) square feet of heated living space of the structure, excluding decks, porches, garages and basements.

12. Animals: No animals, livestock or poultry shall be raised, bred or maintained on any subdivision lot, except that dogs, cats or other ordinary household pets may be kept, provided

that they are not kept, bred or maintained for any commercial purposes. All household pets shall be kept under the owner's control.

13. Roads: Right-of-way easements are reserved over and across the roads which traverse the subdivision as shown on the plat for the purpose of ingress and egress for all lot owners.

14. Easements, Water and Wells: All roads and right-of-ways shall be maintained by the lot owners on a pro-rata basis or by any property owners' association that may be organized by the lot owners. When the last lot is sold, the operation of the development shall be by the lot owners or any Association the majority of lot owners decide to form. Until that time, the Developer shall act for the Development/Association. Each owner shall pay a prorata share of road and well costs to the Developer until the Association has been formed and has assumed all duties previously performed by the Developer. Each lot owner shall pay \$300 per year for Road Maintenance, a One Thousand (\$1000) Dollar water tap-on fee for the well and a \$30 a month fee for water once the house is connected to the well. All fees can be modified by the Developer or the successor Association as costs need adjusting

The roads in the Development shall be used for the benefit of the lot owners, and no owner may grant an easement across, over or through their lot to connect to any other road or easement.

15. Propane Tanks: All propane tanks must be buried.

16. Wells: All parties will execute a Well Agreement with the Developer or the Association, whichever shall be applicable.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them, and cannot be amended or changed in any way unless an instrument is signed by all of the property owners in said development.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate said covenants either to restraining violation or to recover damages.

Each covenant contained herein is severable and distinct from each other and in its application to all or any portion of the premises, and the invalidity or unenforceability of any covenant contained herein as to any portion of the premises shall not affect the validity or enforceability of any of the other covenants contained herein. Invalidation of any one of these covenants by judgment or court shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Undersigned have caused this instrument to be signed this 24th day of April, 2006.

William M. Affee (Seal)
Daren Evans (Seal)

Signed, seal and delivered in the presence of: BLACK BEAR RIDGE DEVELOPMENT, LLC

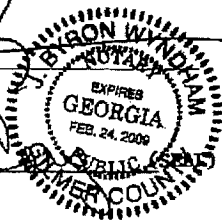
[Signature]
WITNESS

[Signature] (SEAL)
SMITTY WILEY DOTSON
MANAGING MEMBER

WITNESS

[Signature] (SEAL)
WILLIAM L. MULLIS
MANAGING MEMBER

[Signature]
NOTARY
FRED COREY
CORRY



[Signature] (SEAL)
JOSEPH DAVID FARIST
MANAGING MEMBER
[Signature] (SEAL)
GRETA CORREY
CORRY