



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.

STATE OF GEORGIA
COUNTY OF FANNIN

Angela Stewart Panter, P.C.
Attorney at Law
P. O. Box 1549
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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CRABAPPLE RIDGE**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made and published this 12th day of October, 2005, by Sundance Development, Inc., a Georgia corporation, hereinafter referred to as Developer.

WITNESSETH:

WHEREAS, said Developer is the owner of the development generally known in the community as "**CRABAPPLE RIDGE**", and being a development of all those lots, tracts or parcels of land situate, lying and being in the 8th District and 1st Section of Fannin County, Georgia and being part of Land Lot Nos. 28 and 29, as shown on a plat of survey of "Crabapple Ridge" dated October 12, 2005, prepared by Larry G. Sibley, G.R.L.S. No. 2682, recorded in Plat Hanger 4-257, page(s) 3-5, in the office of the Clerk of Superior Court, Fannin County, Georgia; and

WHEREAS, it is to the interest, benefit and advantage of the Developer, and to each and every person who shall hereafter purchase any lot in said development that additional and new protective covenants governing and regulating the use and occupancy of all property within the development 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. **LAND USE:** Lots shall be used for single family residential purposes only, however, a professional business may be operated from within the home as long as the operation of same does not create a significant increase in traffic within the subdivision. No commercial business of any type, no religious house of worship and no school shall be maintained on any lot; however, this shall not prevent any homeowner from home schooling their own children. No home shall be constructed solely for the purpose of short-term or vacation rentals, however, any owner of a residence considered as a second home shall be allowed to rent their home when not in use by the homeowner.

2. **SUBDIVIDING:** After the conveyance of a lot by Developer, no lot shall be subdivided.

3. **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 houses located on said subdivision lots.

4. **DWELLING TYPE:** No trailers, motor homes, pre-fabricated homes, mobile homes of any type shall be used or located on any lot at any time either temporarily or permanently.

5. **DWELLING SIZE:** No one story house shall be constructed on any lot with less than 1000 square feet of heated living space on the ground floor area of the main structure, excluding porches, decks, garages, carports and basements. If the house is two stories, the ground floor area of the first floor must contain at least 750 square feet of heated living space with a minimum 1000 square feet of total heated living space.

6. **TEMPORARY STRUCTURES:** No structure of a temporary character, such as a basement, camper, shed, tent, shack, garage, barn or other outbuilding will be used on any lot at any time as a residence either temporarily or permanently. This paragraph shall not be deemed or construed so as to prevent the use of a temporary construction shed during the period of actual construction of any residential structure or the use of adequate sanitary toilet facilities for workmen, which may be provided during such construction.

7. **ARCHITECTURAL AND LANDSCAPING DESIGN:** The Developer reserves the right to require a complete set of house plans, including front elevation plans. All site, house and landscaping plans shall be submitted to the Developer for approval prior to commencement of construction.

8. **EXTERIOR FINISH:** The exterior finish of all buildings shall be of a rustic material and color that blends with the surrounding environment. Concrete block construction is prohibited

on any lot; however, concrete block may be used in the foundations and chimneys of houses erected on said lots. All concrete and concrete block must be covered in rock or brick. Tin roofs shall be prohibited with the exception of baked-on enamel metal roofs. Any fencing shall be constructed of wood with the finished side out. No chain link fencing shall be allowed. It is the intent and purpose of this paragraph to insure that all dwellings shall be of rustic design, quality materials and aesthetically pleasing.

9. **CONSTRUCTION:** All construction should comply with all local and state codes and be of reasonable architectural design. The exterior of all structures to be constructed on any of said lots shall be completed within one year from the date that construction begins and total construction must be completed within 18 months. Any damage to roads, adjacent properties or other common property shall be the responsibility of the owner and builder. The construction site must be kept clean of debris and waste must be disposed of properly.

10. **EASEMENTS:** Easements for the installation and maintenance of roads and utilities are hereby reserved whereby buried power lines, telephone lines, cable lines and water lines with all essential clearing may be installed along the subdivision roads and lot lines. All claims for damages, if any, arising out of the construction, maintenance, and repair of utilities or on account of temporary inconveniences caused thereby against the owners of any of their agents is hereby waived by the lot owner.

11. **UTILITIES:** All utility lines shall be placed underground. No satellite dish larger than 18 inches shall be permitted, and no satellite dish shall be installed within the setbacks.

12. **SET BACKS:** All structures shall be set back from roads and property lines as set forth by any local, county or state ordinances or statutes in effect at the time of construction. No structure shall be built within the buffer zone shown on the above referenced subdivision plat.

13. **SIGNS:** No signs of any type shall be displayed on any lot with the exception of one temporary sign offering the property for sale and any sign used for reasonable address identification. "For sale" signs shall not be any larger than 36" x 36". An exception shall also be made for the developer for the placement of signs advertising the subdivision. All signs shall be professionally lettered and neatly installed.

14. **NUISANCES:** No noxious or offensive activities shall be permitted or carried on upon any lot, nor shall anything be done thereof which may be or become an annoyance or nuisance to the neighborhood. No substance, thing or material shall be kept on any lot that will emit foul or obnoxious odors. No offensive, noisy or illegal activity shall be suffered or permitted upon any lot,

nor shall any lot be used for any illegal purpose. No operation or use of all terrain vehicles, dirt bikes, motorcycles or any similar type vehicles with an externally mounted engine shall be permitted within the subdivision except for the transportation purpose of ingress and egress. No outdoor light that shines onto another lot causing annoyance to the other lot owner shall be permitted nor shall loud music that carries and causes annoyance to another lot owner be permitted.

15. **LOT MAINTENANCE:** Each lot shall be kept and maintained completely free of any junk, trash and garbage (including old vehicles and discarded appliances). Trash and garbage must be properly disposed of in containers designed for that purpose. Each lot and the improvements constructed thereon shall be maintained in a good, safe and attractive condition, and grass must be mowed on a regular basis.

16. **LANDSCAPING:** No large trees shall be removed from any lot except for those necessary to clear an area for construction of a house, septic tank and drain field, driveway, garden or garage or those necessary for reasonable landscaping or to create a view. In no event shall more than one-half of the trees located on a lot originally be removed.

17. **RIGHTS OF WAY:** No structure of any type will be placed upon those portions of the property reserved for public utility easements and for a public (traffic) roadway for ingress and egress, nor will the roadway be obstructed, blocked or modified in any way not clearly in the public interest.

18. **ANIMALS:** No animals, livestock or poultry shall be raised, bred or maintained on any subdivision lot, except that dogs, cats, birds or other ordinary household pets may be kept in a reasonable number, provided that they are not kept, bred or maintained for any commercial purposes. Fenced pens must comply with the building setbacks. Pets shall not be allowed to annoy neighbors. Pets that are a threat or nuisance to other lot owners shall not be permitted. No horseback riding shall be permitted within any part of the development.

19. **HUNTING AND FIREARMS:** No hunting or target practice shall be permitted within the development, and no firearms, air rifles or pistols shall be discharged within the development.

20. **ROADS:** Right-of-way easements forty (40) feet in width 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. Road and gate maintenance shall be shared equally by all lot owners on a pro rata basis with each lot owner paying an annual maintenance fee that shall be deposited into an escrow account established for maintenance of the roads and common areas. No new roads shall be

constructed on any lot for the purpose of connecting to roads outside of the development by anyone other than the Developer.

21. **PROPERTY OWNERS' ASSOCIATION:** Each and every lot owner subject to this Declaration shall automatically, and by reason of such ownership, become a member of the Crabapple Ridge Property Owners' Association to be formed and shall be subject to its valid rules and regulations. Said association may or may not be organized as a corporate entity, however, all roads and common areas shall be turned over to the Crabapple Ridge Property Owners' Association after 80% of all lots have been sold. Said association shall establish the annual maintenance fee, and each lot owner shall have one vote per lot in all transactions and business of the association. The association shall also have the authority to make assessments and to place a lien against any lot owner who fails to pay an assessment when due. Any notice of lien shall be filed in the office of the Clerk of Superior Court of Fannin County, Georgia.

22. **COMMUNITY WATER SYSTEM:** A community well and water system has been established for the benefit of all lot owners. The well and water system shall be turned over to Appalachian Water, Inc., as Contractor, for maintenance, and each lot owner shall pay monthly water fees to Appalachian Water, Inc., upon connection to the water system. The said Contractor shall furnish water for reasonable residential consumption to lot owners in the development, and the monthly water fee assessment shall include the cost of maintaining the well and delivery system, the drilling of any additional well that might be required, providing water and ensuring quantity and quality of the water. Each lot owner shall be responsible for and shall maintain the water lines on his property from the valve on the main line and shall also be responsible for any filtration equipment. An easement for maintenance is hereby reserved across any lot over which such water lines may run.

These covenants and restrictions shall run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years and cannot be amended or changed in any way unless an instrument is signed by a majority of the property owners in said development. At the end of 25 years, said covenants and restrictions shall be automatically extended for an additional ten years unless an instrument changing said covenants in whole or in part is signed by a majority of the then recorded owners and recorded in the Fannin County deed records.

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 order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the said Developer has hereunto set his hand and seal, the day and year first above written.

Signed, sealed and delivered
in the presence of:

SUNDANCE DEVELOPMENT, INC., Developer

Angela Stewart Pante
Witness

By: Larry G. Sibley (Seal)
Larry G. Sibley, President

Robin E. Chastain
Notary Public

