



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.

Wilson Hamilton, LLC
316 Summit Street
Blue Ridge, GA 30513

STATE OF GEORGIA
COUNTY OF FANNIN

**Declaration of Covenants, Restrictions and Easements
for Dial Lakes Subdivision**

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS is made and published this 6 day of April, 2021 by Majestic Homes & Properties, LLC, a Georgia limited liability company, hereinafter referred to as Developer.

WITNESSETH:

THAT WHEREAS, said Developer is the owner of a subdivision consisting of those lots, tracts or parcels of land situate, lying and being in Fannin County, Georgia, as follows:

All that tract or parcel of land lying and being in the 7th District, 1st Section, Land Lots 33 & 34, Fannin County, Georgia, being a tract of land containing 24.93 acres, more or less, and a tract of land containing 1.58 acres, more or less, as set forth on plat of survey by Shelly J. Bishop, GRLS No. 25.36, dated December 6, 2005 and recorded in Plat Book D321, Page 1, Fannin County Records, to which reference is hereby made for a complete and accurate legal description.

For informational purposes only: Map Parcel Nos. 0022 008 01, 0022 008 1A & 0022 008 2A

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 subdivision that certain covenants, restrictions and easements governing and regulating the use and occupancy of the same to 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 subdivision, said

Developer does hereby set up, establish, promulgate and declare the following covenants, restrictions and easements to apply to all of said lots and to all persons owning said lots, or any of them, hereafter; these 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. The exterior of all structures to be constructed on any of said lots shall be completed within one year from date that construction begins. Outside landscaping must also be completed within a one-year period, completed landscaping meaning that all areas are covered with natural growth, grass, sod, shrubs, trees and/or mulch. No bare dirt shall be exposed except during construction.
2. No dwelling shall contain less than 1,400 square feet of heated living area (not counting any footage in the basement of the home, and with no less than 1,000 square feet of heated living area on the main floor), exclusive of garages, basements, covered walks, open and/or screened porches, patios, terraces, pool area or other similar areas, and all exterior surfaces shall be covered in a fashion to blend with the natural environment of the submitted property, including but not limited to paint, stone combinations, wood or log (log siding is permissible, but no sheet materials, including but not limited to T-111), but all in earth tones and expressly no stucco shall be allowed. Roofing materials must be factory painted metal (no original tin-colored roofs allowed), Slate, cedar shakes or architectural shingles. No white, light, aluminum colored or bright colored roofing shall be allowed (although brickyard red, green, black and brown are specifically authorized). No vinyl siding may be used. Design and materials shall be approved by David T. East.
3. No inoperative cars, motorcycles, trucks or other types of vehicles shall be allowed to remain either on or adjacent to any lot for a period in excess of 48 hours, provided, however, that this provision shall not apply to any such vehicle being kept in an enclosed garage. There shall be no major repair performed on any motor vehicle on or adjacent to any lots in the subdivision. All vehicles shall current license plates.
4. No mobile, modular, prefab home or homes constructed in whole or in part off of any lot will be allowed on any lot (but log and timber frame home packages are expressly allowed). No prefabricated outbuildings shall be allowed on any lot. No structure of a temporary nature shall be used as a residence either temporarily or permanently (including but not limited to trailers, basements, tents, shacks, garages or barns). The owner of a lot may erect an attached garage or outbuilding if the structure is fashioned in appearance and likeness to the design of the main residence. Any garage or outbuilding will be enclosed completely, with no exception of any Porte Cochere.
5. Trailers and Commercial Vehicles. No parking of any travel trailer, or motor home (unless, in case of a travel trailer or motor home, said travel trailer or motor home is housed in a completely enclosed garage), truck (excluding pickup truck), camper, tent or other similar vehicle shall be placed on the property at any time for a period exceeding 48 hours. No industrial, commercial or farm equipment or vehicles, including without limiting, dump trucks, moving vans, step vans, buses and lowboy trailers, shall be allowed to park or

remain on the property, except for so long as necessary for use in connection with ongoing construction.

6. **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. Such household pets must not constitute a nuisance or cause unsanitary conditions. Large and/or potentially vicious breeds of dogs are specifically excluded, and may not be raised, bred or kept on any lot. Any animals must be under the control of the owner at all times.
7. Except during the construction of permanent improvements, thereon, no owner shall excavate or extract earth from any lot for any business or commercial purpose or otherwise. No elevation changes shall be permitted which materially affect surface grade of surrounding lots unless approved by Developer.
8. **Garbage and trash.** No trash, garbage or other waste material or refuse shall be placed or stored on any lot except in covered sanitary containers. All such sanitary containers must be stored in each home, or within an enclosure designed therefore, which must be at least 5 feet from any lot line.
9. Homeowners shall be responsible for the acts of their employees, sub-contractors, suppliers and other persons or parties involved in construction or alteration of a home site, including, but not limited to any damage to the subdivision road system and/or other infrastructure. In this regard, homeowner shall be responsible for ensuring:
 - A) That the construction site is kept clean and free of debris and waste material.
 - B) That the stockpiles of unused materials are kept in a neat and orderly fashion.
 - C) That a freestanding, enclosed toilet (port-o-pot) be installed on the lot prior to beginning construction of the primary residence and removed as soon as residence is completed.

Any damage to subdivision roads or other common property during construction of a new home shall be the responsibility of the homeowner.

10. All lots shall be used for residential purposes only and no business or business activity shall be carried on upon any lot at any time. For any rentals made, there shall be an adult over the age of 25 onsite at all times that there is a person or persons less than 25 years of age onsite. The owner of the property shall remain responsible for conduct of guests and their compliance with these covenants. There shall also be an exception for home-based business involving no retail traffic or storage of inventory or equipment.
11. No utility trailer, junk nor household appliances shall be kept, stored or repaired in plain view on any lot, except that such may be kept, stored or repaired in an enclosed building so as not to be subjected to view by lot owners or from subdivision roads.

12. **Satellite dishes/antennas.** Satellite dishes 36 inches or less in diameter are permitted, but no satellite dish greater than 36 inches shall be allowed. No external antennas shall be permitted on any lot.
13. **Outdoor lighting.** All outdoor lighting shall be so shaded and directed such that the light therefrom is directed to fall only on the same premises where light sources are located.
14. **Clotheslines.** No garments, laundry, rugs or other articles may be aired or dried on any lot.
15. **Personal recreational vehicles** such as motorcycles or ATVs shall be operated in a safe manner at a moderate speed (not to exceed 15 mph) and shall be operated in a fashion such that they are not a nuisance to the comfort, convenience and peaceful enjoyment of adjoining properties by their owners.
16. **Construction-** construction on any lot shall only be permitted during the hours of 7:00 AM and 7:00 PM, Monday through Saturday.
17. **No structure** shall draw power from a temporary pole except as necessary for the construction of a permanent home. Power shall be hooked up permanently and all power must be run underground.
18. **No barbwire or chain link fencing** shall be allowed. Fences made of wood, brick or stone are permitted as long as they are done in earth tones and compliment the main residence. Fences shall be no higher than 4 feet.
19. **Playground equipment and/or children's toys** shall be located behind the dwelling.
20. **No lot owner** shall remove or top more than 50% of existing tree growth unless approved by David T. East and 50% to be distributed equally over the entire acreage of any lot, with the exception that clear cutting shall be permitted for purposes of construction of a permanent dwelling house.
21. **No lot** shall be used in whole or part for any illegal activity. No lot shall be used in whole or in part for storage of rubbish of any character whatsoever, or the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye. No substance, thing or material shall be kept on any lot that will emit foul or obnoxious odors or that shall cause noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding property.
22. **Utility lines or any wire or pipe** shall be installed and maintained underground.

23. Developer herein grants to all the owners of the above referenced lots, all necessary easements for installation and maintenance of all current and future utilities, with said installations contemplated (but not limited) to be within an area adjacent to the road system. Only Developer, his heirs and assigns shall be empowered to ever grant utility easements to properties not included in the "submitted property" as described above. All claims for damage, if any, arising out of construction, maintenance and repair of utilities or on account of temporary or other inconvenience caused there by the developer or any of their agents or servants are hereby waived by lot owners.
24. No portion of the above described "submitted property" may be used to provide access to any property not a part of the "submitted property".
25. No sign of any kind shall be displayed to the public view on any lot except such signs as comply with the provisions hereof. Builders may display such signs as are normally utilized to advertise the property during the construction and sales period. After the owner closes his purchase on any lot in the subdivision, the only signs permitted on their lot will be: (a) a professionally prepared sign for identification purposes (not more than one square foot in area); and (b) a single sign to sell said lot of a type used by Brokers in the area, with the usual wording, such sign to be no more than four square feet in size. In the event any such sign is unsatisfactory; the sign will be removed. These limitations shall apply to signs of all types, including banners, signs on cloth, cardboard or other materials.
26. There shall be no discharge of firearms at any time on the submitted property.
27. No parcel, or its configuration, as originally sold and conveyed by Developer, shall be thereafter altered in size or configuration, or subdivided, by any parcel owner or his successors and assigns, provided that, Developer reserves the unconditioned right to alter the size, configuration, subdivide, or create new parcels, and/or to repair any unsold parcel, prior to its original sale and transfer to a parcel owner, and in such case any such altered or newly created parcels shall be subject to these covenants.
28. No swimming is permitted in either lake! Small row boats, john boats and canoes are permissible. Small docks are permitted if the lot borders a lake. Dock size may be 8x8 or 8x12 feet made of pressure treated wood or aluminum.
29. Fishing in either lake is reserved for property owner's private use. Fish may be kept if intended for consumption. Sport fishing is only permissible under a catch and release agreement. The lakes are stocked with tiger bass, bream and catfish.
30. Property Owner's Association: Except for the Developer, each and every lot owner subject to this Declaration shall automatically, and by reason of such ownership, become a member of the Dial Lakes 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 may be turned over to the Dial Lakes Property Owners Property Owners Association for maintenance after half of the lots have been sold. Said association shall have the right to increase or decrease the maintenance fees upon a majority vote of all lot owners, and each lot owners 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. Annual dues shall initially be \$425.00 per year.

31. Miscellaneous Provisions:

- A. 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 20 years. At the end of 20 years, said covenants and restrictions shall be automatically extended for successive periods of twenty years unless an instrument changing said covenants in whole or in part is signed by all of the then recorded owners and recorded in the Fannin County deed records.
- B. These Covenants may be amended by Developer at any time, so long as Developer owns at least one lot. Upon the sale by Developer of its last lot, these Covenants may only be amended by written consent of 75% of the lot owners, or if an Association has been formed, then by an affirmative vote of at least 75% of a quorum present at any duly held meeting.
- C. 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.
- D. 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 invalidity or unenforceability 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 its hand and seal, the day and year first above written.

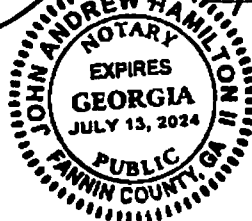
Signed, sealed and delivered
In the presence of:

Majestic Homes & Properties, LLC

By: 
David T. East, Member


Witness

Notary Public
My commission expires 7/13/2024



[CORPORATE SEAL]



Type: COVE
Kind: RESTRICTIVE COVENANTS
Recorded: 9/12/2022 2:38:00 PM
Fee Amt: \$25.00 Page 1 of 3
Fannin Co. Clerk of Superior Court
DANA CHASTAIN Clerk of Courts

Participant ID: 9734359602

BK 1524 PG 511 - 513

Return recorded document to:

Wilson Hamilton LLC
316 Summit Street
Blue Ridge, GA 30513
21-1416
STATE OF GEORGIA
COUNTY OF FANNIN

Cross Reference:

Deed Book 1418, Page 537
Fannin County, Georgia

**First Amendment to
Declaration of Covenants, Restrictions and Easements for
Dial Lakes Subdivision**

THIS AMENDMENT is made this 29th day of August, 2022 by Majestic Homes & Properties, LLC ("Developer").

WHEREAS, pursuant to Paragraph 31(A.) of the Declaration of Covenants, Restrictions and Easements for Dial Lakes Subdivision (the "Declaration"), "These Covenants may be amended by Developer at any time, so long as Developer owns at least one lot."; and

WHEREAS, Developer retains ownership of at least one lot in said Development, and continues to retain control and responsibilities of the property owners association, and has the authority to so amend as set forth therein; and

WHEREAS, it is to the common welfare of owners in Dial Lakes Subdivision and/or the orderly economic development of the subdivision and/or for clarification or correction of the same that the

Declaration be amended as set forth herein.

NOW, THEREFORE, said Developer does hereby amend the Declaration as follows:

**DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR DIAL
LAKES SUBDIVISION**

Paragraph 30 of the Declaration is deleted in its entirety and replaced with the following:

30. **Property Owner's Association:** Except for the Developer, each and every lot owner subject to this Declaration shall automatically, and by reason of such ownership, become a member of the Dial Lakes 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 may be turned over to the Dial Lakes Property Owners Association for maintenance after half of the lots have been sold. Said association shall have the right to increase or decrease the maintenance fees upon a majority vote of all lot owners, and each lot owners 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. Annual dues shall initially be \$500.00 per year.

The following paragraph will be added to the existing Paragraph 31, Miscellaneous Provisions, as Paragraph 31 (E):

E. **Dial Lakes Subdivision has an approved DNR well system. All lot owners will have the right to connect their house to this public water system. A fee of \$2,000 will be charged to connect to this water system. No private well can be drilled on any lot. The system is maintained by Appalachian Water and a monthly fee for water goes directly to Appalachian Water after connection. All lot owners will pay the same monthly amount.**


This Amendment shall amend and supercede any prior covenants and agreements and shall run with the land and shall be binding on all parties and all persons claiming under them.

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

DEVELOPER:

Majestic Homes & Properties, LLC


Unofficial Witness

By:  (Seal)
David T. East, Member

Sworn to and subscribed before me
this 29th day of August, 2022.


Notary Public

