




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.



Doc ID: 002371190005 Type: COVE
Recorded: 05/07/2019 at 04:09:00 PM
Fee Amt: \$18.00 Page 1 of 5
Fannin Co. Clerk of Superior Court
DANA CHASTAIN Clerk of Courts
BK 1294 PG 334-338

Terry Lee Wilson, LLC
316 Summit St.
Blue Ridge, GA 30513
M19-024

STATE OF GEORGIA
COUNTY OF FANNIN

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
FOR
HIDDEN ACRES PHASE I

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made and published this 29th day of April, 2019 by **Plunkett Property Investments, LLC, Jeffrey Todd Plunkett, and Greer Plunkett** 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 situated, lying, and being in Fannin County, Georgia, as follows:

All that tract or parcel of land lying and being in the 8th District, 2nd Section of Fannin County, Georgia, and being a part of Land Lot No.139, and being all lots of Hidden Acres Subdivision Phase 1, and Addition Parcels, containing 103.84 acres, more or less, as shown on a plat of survey by Lane S. Bishop, GRLS No. 1575, dated May 2, 2018, last revised April 12, 2019, and recorded in Plat Book F113, Page 5, Fannin County Records, to which reference is hereby made for a more complete and accurate legal description.

And

All that tract or parcel of land lying and being in Land Lot 139, 8th District, 2nd Section, Fannin County, Georgia, containing 11.00 acres, more or less, and 2.62 acres, more or less, for a total of 13.62 acres, more or less, as shown on plat of survey by Lane S. Bishop, GRLS No. 1575, dated November 16, 2018, last revised March 28, 2019, and recorded in Plat Book F110, Page 3, Fannin County Records, to which reference is hereby made for a more complete and accurate legal description.

Map Parcel ID: 0050 126

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, conditions and restrictions 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, conditions and restrictions 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. **CONSTRUCTION:** Construction on any lot shall be completed within one (1) year from the date that construction begins. Outside landscaping must be completed within three (3) months upon the completion of construction. An additional six (6) month extension for construction may be granted at the exclusive permission of the Developer. In addition, no individual water supply, such as wells, may be constructed without Developer permission.

2. **LAND USE:** Lots shall be used for single family residential purposes only. Only one residence shall be located on each lot and no residence shall be any less than 2300 square feet of finished heated and cooled living areas. No single-wide or trailers, mobile homes or manufactured homes of any type shall be used or located on any lot at any time either temporary or permanently. Additional buildings may be constructed on the lot, but they must be approved by the Architectural Review Board and must match the exterior design of the home. No Lot shall be used for commercial activity or business at anytime, however, this shall not prevent any homeowner from renting the residence for short or long term rentals of no less than seven (7) days.

3. **EASEMENTS:** Easements for the installation and maintenance of utilities (Electric, water, cable/internet, and gas) are hereby reserved on all road and lot lines. All lot owners will allow extensions of any utility lines that may become necessary for adjacent lots, provided that all grounds are returned to their original condition. A right-of-way easement 40 feet in width is hereby granted and reserved over roads which runs through the subdivision as shown on the Plat for the purpose of ingress and egress for the owners of all Lots.

4. **ROADS:** No new road shall be constructed on any lot for connection to an existing road unless approved by the Developer. A road impact fee will be assessed in the following manner: five hundred dollars (\$500) from the owner of the lot and two thousand dollars (\$2,000) from the builder of any new construction. In addition, no recreational vehicles are allowed on the subdivision roads except for golf carts; provided, however, that this provision shall not apply to any such recreational vehicle being used on one's own property or being used by Developer or Developers Representatives to market the subdivision.

5. **SET BACKS:** All structures shall be set back from property lines and roads as set forth by any local, county or state ordinances or statutes in effect at the time of construction. If no such ordinance is in effect, then said set backs shall be minimum of fifteen (15) feet from all property lines and fifteen (15) feet from the road right-of-way as shown on the Plat.

6. **SIGNS:** No signs of any type shall be allowed on any lot with the exception of a 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". All signs are subject to approval by the Developer or Hidden Acres Property Owners Association, whichever is in charge of maintenance of common property at the time.

7. **NUISANCES:** No obnoxious, offensive, or illegal activities shall be permitted or carried out on any lot, nor shall anything be done that may be or become an annoyance or nuisance to the neighborhood. No outdoor light or loud music that causes annoyance to neighboring lot owners will be permitted. No firearms may be discharged within the development.

8. **LOT MAINTENANCE:** Each lot shall be kept and maintained completely free of any junk, trash or garbage. Garbage and trash must be properly disposed of in covered sanitary containers designed for that purpose which must be placed in an enclosure that matches the exterior design of the home. No generators, communication towers, or large satellite dishes may be visible from the front of the house facing the road. No clotheslines are permitted on any lot for any amount of time. No inoperative cars, inoperative trucks, ATV's, UTV's, motorcycles, or excessive number of vehicles shall be permitted on any lot for a period in excess of forty-eight (48) hours; provided, however, that this provision shall not apply to any such vehicle being stored in a closed garage. Each lot and the improvements constructed thereon shall be maintained in a good, safe, and attractive condition that matches the exterior design of the residence.

9. **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 reasonable view. In no event shall more than one-half of the trees located on a lot originally be removed. Except during the construction of permanent improvements thereon, no lot owner shall excavate or extract soil from any lot for any other purpose. No elevation changes that materially affect the grade of adjoining lots shall be permitted. Developer will have authority over some trees that may need to be topped on other lots that may affect the view of an adjoining homeowners' lot to insure each homeowner has an adequate view.

10. **EXTERIOR FINISH:** The exterior of all homes must be a design appropriate for the mountain, modern, industrial style of the development and shall be in earth tone colors. Each house will have a unique design. 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 and must be covered. All dwellings shall be of quality workmanship.

11. **ANIMALS:** No animals, livestock, or poultry, except for dogs, cats, and other ordinary household pets, may be kept on any subdivision lot. No more than 3 pets may be kept, and pets

must be kept under control at all times and owners will comply with all county ordinances regarding household pets.

12. **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 Hidden Acres Property Association to be formed and shall be subject to its valid rules and regulations contained here in the Covenants and in any Bylaws created forthwith. The Developer shall have all the rights of the Association until such time that the developer turns over all rights and responsibility of common areas to the Association. The Association shall have the right to set, 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. In addition, the Association shall have the authority to levy special assessments, applicable to that year only, for the purpose of defraying costs for any capital improvements to the common properties or road maintenance. Any notice of lien shall be filed in the office of the Clerk of Superior Court of Fannin County, Georgia.

13. **ARCHITECTURAL REVIEW BOARD:** All Lot owners are subject to Hidden Acres Subdivision Architectural Review Board and must submit for approval all construction designs, architectural plans, subdivisions of lots, and improvements to the property. The Developer shall have full control over the Architectural Review Board until the Developer sells its last lot or voluntarily turns over control to the Hidden Acres Property Owners Association.

13. **MISCELLANEOUS PROVISIONS:** 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 51% of the then recorded owners and recorded in the Fannin County deed records.

- a) These Covenants may be amended by the 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 a vote of at least 75% of a quorum present at any duly held meeting of the Association.
- b) Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate said covenants.
- c) Each covenant listed above is severable and distinct from each other. Invalidity or unenforceability, either by statute or court order, of any individual covenant will not invalidate the other covenants.

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:

Samuel Plunkett

Unofficial Witness

Greer Plunkett

Notary Public



Plunkett Property Investments, LLC

BY: *Jeffrey Todd Plunkett* (seal)
Jeffrey Todd Plunkett
Member/Manager

BY: *Greer Plunkett* (seal)
Greer Plunkett
Member/Manager

Jeffrey Todd Plunkett (seal)
Jeffrey Todd Plunkett

Greer Plunkett (seal)
Greer Plunkett



Doc ID: 002524020003 Type: COVE
Recorded: 10/05/2020 at 04:01:00 PM
Fee Amt: \$25.00 Page 1 of 3
Fannin Co. Clerk of Superior Court
DANA CHASTAIN Clerk of Courts

BK 1376 PG 204-206

Wilson Hamilton, LLC
316 Summit St.
Blue Ridge, GA 30513
File No. M19-024

STATE OF GEORGIA
COUNTY OF FANNIN

Cross Reference:
Deed Book 1294, Page 334

FIRST AMENDMENT TO
THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
FOR
HIDDEN ACRES PHASE I

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made and published this 5th day of October, 2020 by **Plunkett Property Investments, LLC, Jeffrey Todd Plunkett, and Greer Plunkett** hereinafter referred to as Developer.

WITNESSETH:

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

All that tract or parcel of land lying and being in the 8th District, 2nd Section of Fannin County, Georgia, and being a part of Land Lot No.139, and being all lots of Hidden Acres Subdivision Phase 1, and Addition Parcels, containing 103.84 acres, more or less, as shown on a plat of survey by Lane S. Bishop, GRLS No. 1575, dated May 2, 2018, last revised April 12, 2019, and recorded in Plat Book F113, Page 5, Fannin County Records, to which reference is hereby made for a more complete and accurate legal description.

And

All that tract or parcel of land lying and being in Land Lot 139, 8th District, 2nd Section, Fannin County, Georgia, containing 11.00 acres, more or less, and 2.62 acres, more or less, for a total of 13.62 acres, more or less, as shown on plat of survey by Lane S. Bishop,

2

GRLS No. 1575, dated November 16, 2018, last revised March 28, 2019, and recorded in Plat Book F110, Page 3, Fannin County Records, to which reference is hereby made for a more complete and accurate legal description.

Map Parcel ID: 0050 126

WHEREAS, certain covenants, conditions and restrictions governing and regulating the use and occupancy of the same were established, set forth and declared to be covenants running with the land dated April 29, 2019 and recorded in Deed Book 1294, Pages 334-338, Fannin County, Georgia Records;

WHEREAS, pursuant to Paragraph 13(a) the Developer is authorized to amend the covenants at any time, so long as Developer owns at least one lot in the subdivision;

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 amend the covenants, conditions and restrictions as follows:

Paragraph 2. **LAND USE:** shall be amended as follows:

2. **LAND USE:** Lots shall be used for single family residential purposes only. Only one residence shall be located on each lot and no residence shall be any less than 2300 square feet of finished heated and cooled living areas. No single-wide or trailers, mobile homes or manufactured homes of any type shall be used or located on any lot at any time either temporary or permanently. Additional buildings may be constructed on the lot, but they must be approved by the Architectural Review Board and must match the exterior design of the home. No Lot shall be used for commercial activity or business at anytime, however, this shall not prevent any homeowner from renting the residence for short or long term rentals of no less than two (2) days. However, if a Lot Owner's rental of their residence gives rise to nuisance claims or interferes with the quiet enjoyment of other property owners the following procedures shall apply:

(a) – For the purposes of this provision, “nuisance claims” and or “interference with the quiet enjoyment of other property owners” shall be defined as the property owner, other occupant and/or invitee being issued a citation by a law enforcement officer for noise ordinance violation and or breach of the peace.

(b) – In the event any given lot owner, other occupant and/or invitee is issued three (3) citations for any single property within any consecutive twelve (12) month period, the Developer, after giving 30 days notice, by certified mail, return receipt requested shall be authorized to suspend the violating lot owner from renting their residence for a period of six (6) months following the date notice was mailed.

AND

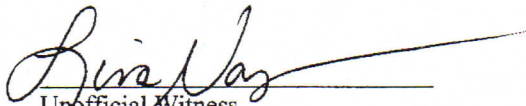
Paragraph 9. **LANDSCAPING:** shall be amended as follows:

9. **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 reasonable view. In no event shall more than one-half of the trees located on a lot originally be removed. Except during the construction of permanent improvements thereon, no lot owner shall excavate or extract soil from any lot for any other purpose. No elevation changes that materially affect the grade of adjoining lots shall be permitted. Developer will have authority over some trees that may need to be topped on other lots that may affect the view of an adjoining homeowners' lot to insure each homeowner has an adequate view. Each Lot Owner shall pay an annual Community Maintenance Fee to the Developer in the amount of Seven Hundred and Fifty U.S. Dollars (\$750.00) for maintaining the common areas, subdivision roads, gates and signage. This annual fee may be modified by the Developer from time to time to offset increases in cost of electricity, utility bills and/or inflation. Failure by any Lot Owner to pay these amounts, when due, shall allow the Developer to place a lien on the non-paying lot and against the lot's owner for the amount in the unpaid bill, interest and reasonable attorney's fees to collect the same.

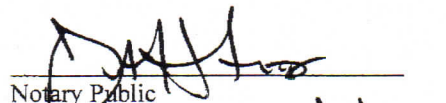
This Amendment shall amend and supercede any prior covenants and agreements and shall run with the land and shall be binding on all parties and all persons claiming under them.

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

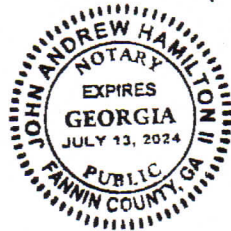
Signed, sealed and delivered in the presence of:

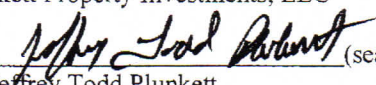


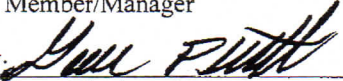
 Unofficial Witness




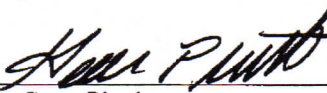
 Notary Public
 My commission expires: 7/12/2024



Plunkett Property Investments, LLC
 BY:  (seal)
 Jeffrey Todd Plunkett
 Member/Manager

BY:  (seal)
 Greer Plunkett
 Member/Manager

 (seal)
 Jeffrey Todd Plunkett

 (seal)
 Greer Plunkett