



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.

eFiled & eRecorded
DATE: 9/15/2020
TIME: 10:39 AM
DEED BOOK: 02289
PAGE: 00147 - 00165
RECORDING FEES: \$25.00
PARTICIPANT ID: 6768123367
CLERK: Amy Johnson
Gilmer County, GA
NOTE: LD

[SPACE ABOVE RESERVED FOR RECORDING DATA]

Return to: GADDIS & LANIER, LLC
14 Eastbrook Bend, Suite 114
Peachtree City, GA 30269
Attention: Ashley Miller Lanier

Cross Reference: Deed Book 2259
Page 250

STATE OF GEORGIA
COUNTY OF GILMER

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR HIGH RIVER

IMPORTANT NOTICE

THIS DECLARATION DOES NOT SUBMIT THE PROPERTY TO THE PROVISIONS OF THE GEORGIA PROPERTY OWNERS' ASSOCIATION ACT, O.C.G.A., SECTION 44-3-220, ET SEQ. UNLESS LATER SUBMITTED BY THE BOARD OF DIRECTORS. FURTHER, THE PROPERTY SUBMITTED HEREIN AND THIS DECLARATION DOES NOT CREATE A CONDOMINIUM FORM OF OWNERSHIP UNDER THE LAWS OF GEORGIA.

CLOSING ATTORNEYS SHOULD CONTACT THE ASSOCIATION FOR ESTOPPEL CERTIFICATES REGARDING BOTH ASSESSMENTS/CHARGES DUE ON LOTS AND ANY UNCURED ARCHITECTURAL VIOLATIONS OR UNAUTHORIZED IMPROVEMENTS ON LOTS, PURSUANT TO THE PROVISIONS HEREOF.

PREPARED BY:

GADDIS & LANIER, LLC
Your Neighborhood Attorneys

Ashley Miller Lanier, Esquire
14 Eastbrook Bend, Suite 114
Peachtree City, GA 30269
www.gaddislanier.com

THIS SUPPLEMENTAL DECLARATION is made on the date set forth below by Flint Mountain Holdings, LLC (hereinafter referred to as "Declarant");

WITNESSETH

WHEREAS, Declarant filed a Declaration of Covenants, Conditions, Restrictions & Easements for High River on June 16, 2020, in Deed Book 2259, Pages 250, et seq. in the Gilmer County, Georgia land records ("Declaration"); and

WHEREAS, pursuant to the rights set forth in Article 3, Section B of the Declaration, the Declarant desires to submit additional property to the terms of the Declaration; and

WHEREAS, Declarant is the owner of that certain real property located in Gilmer County, Georgia and is described in Exhibit "A" attached hereto and incorporated herein by this reference, which property was included as "Additional Property" in Exhibit "C" of the Declaration; and ;

WHEREAS, Declarant desires to subject the real property described in Exhibit "A" hereto, including the improvements thereof, to the provisions of this Declaration; and

WHEREAS, copies of the plats for the property submitted herein are attached hereto as Exhibit "B" and incorporated into the terms of the Declaration and shall be included in the defined term "Plat" within the Declaration; and

WHEREAS, the Declarant also to amend the Declaration as herein provided; and

NOW THEREFORE, Declarant hereby amends the Declaration as set forth below, and also declares that the real property described in Exhibit "A" of this Supplemental Declaration and as shown on the Plats attached as Exhibit "B" to this Supplemental Declaration, including the improvements located and to be located thereon, is hereby submitted and made subject to the provisions of this Declaration. By virtue of the recording of this Declaration, said property shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the provisions of the covenants, conditions, restrictions and easements set forth and/or described in this Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the real property subject to this Declaration, and shall be binding on all Persons having any right, title or interest in all or any portion of the real property subject to this Declaration, their respective heirs, legal representatives, successors, successors in title and assigns, and shall be for the benefit of all owners of the property subject to this Declaration.

1.

The real property set forth in Exhibit "A" to this Supplemental Declaration and shown on the Plats in Exhibit "B" to this Supplemental Declaration is hereby added as property submitted to the Declaration.

2.

Paragraph 9 of the Declaration is amended by deleting that Section R titled "Garages" and replacing it with a new Section R titled "Garages," as follows:

R. Garages

If garage space is available, Owners and Occupants should park their cars and other motor vehicles in the garage before parking in the driveway. Garage doors should remain closed when not in use for ingress, egress, or when the Owner or Occupant is not outside on the Lot. A garage shall not be converted to living space, without the express written pre-approval of the Association. Garages may be detached

from the dwelling, if approved in writing by the Association and Gilmer County, Georgia. Approval may be determined on solely aesthetic reasons including, but not limited to the size and layout of the Lot. The Board of Directors may make additional reasonable rules and regulations regarding the use of garages.

3.

Paragraph 9 of the Declaration is amended to add a new Section GG regarding "Lake LeCroy," as follows

GG. Lake LeCroy

It is anticipated that the lake/pond commonly known as Lake LeCroy, which is currently owned by Flint Mountain Commons, LLC, shall be transferred and owned by the High River Homeowners Association, Inc., as "Common Property" under this Declaration. The Declarant and/or the Board of Directors shall be entitled to adopt reasonable use rules and regulations regarding the use of Lake LeCroy applicable to all Owners and/or visitors to Lake LeCroy. Lake LeCroy shall be an aesthetic and recreational amenity used for fishing, swimming, playing and/or using personal flotation devices subject to established rules and regulations. There shall be no gasoline motorized boats allowed on Lake LeCroy; however, canoes, kayaks, paddle boards and similar items may be permitted subject to established rules and regulations. The Association shall not be liable for any loss, damage or injury to any person or property arising for any loss, damage, or unauthorized use of Lake LeCroy. The Declarant and/or the Board of Directors may permit individuals outside of High River to use Lake LeCroy including, but not limited to, owners of lots in the adjacent Mountaintown Heights development, subject to any releases required by the Association. Lake LeCroy should be used at one's own risk, as there is NO LIFEGUARD PRESENT.

The Association may permit those Owners of Lots along Lake LeCroy to erect small floating docks subject to architectural written prior approval, and any Design Guidelines that may be developed regarding docks. There is no guarantee that each and every Lot along Lake LeCroy may be granted permission to have a dock, and each request will be reviewed on a case-by-case basis. An Owner permitted to construct a dock shall be fully liable for any and all claims for damages that may arise related to said dock and shall indemnify the Association to the fullest extent of the law against any and all claims for damages related to said dock. All Owners who have docks subject to this Declaration must also carry liability insurance covering the dock, although it will float outside of the Lot lines, and provide a certificate of insurance to the Association, if requested.

While the owners of property within the adjacent Mountaintown Heights development Phases 1-4 shall be permitted use of Lake LeCroy, they shall not be deemed members of the High River Homeowners Association, Inc. unless their lot is also submitted to the terms of this Declaration. Their use may also be subject to rules, regulations and limitations. Any and all use rights, licenses and easements granted for these owners to access Lake LeCroy shall be expressly limited to Lake LeCroy and shall not include any parks or other real property owned by the Association with the exception of use of the roadways to gain ingress and egress to Lake LeCroy.

4.

Article 9, Section C of the Declaration shall be amended to add the following paragraph applicable ONLY to those lots added to the Declaration via this Supplemental Declaration and future Supplemental Declarations solely for those lots which were part of Mountaintown Heights a.k.a Lake LeCroy at High River.

Notwithstanding the above and ONLY applicable to those Lots that are part of Mountaintown Heights a.k.a. Lake LeCroy at High River which were added to the Declaration via Supplemental Declaration, an Owner of three (3) directly adjacent Lots may be permitted, with written Board prior approval, to seek and receive permission from Gilmer County, Georgia to re-plat up to the three (3) Lots to create one (1) combined Lot. Once approved by the Board and combined as evidenced by a recorded survey approved by Gilmer County and showing the lots combined as one (1) Lot, the now combined Lot shall be forever deemed one

2

(1) Lot for assessment and voting purposes. Lots so combined shall remain combined perpetually and may not be later subdivided. No Lots may be subdivided except as provided for in Section B, above.

5.

Article 9, Section CC of the Declaration shall be amended to add the following paragraph applicable ONLY to those Lots added to the Declaration via this Supplemental Declaration and future Supplemental Declarations solely for those lots which were part of Mountaintown Heights a.k.a Lake LeCroy at High River.

Notwithstanding the above, tent camping shall not be permitted on any Lot that is part of Mountaintown Heights a.k.a. Lake LeCroy at High River.

6.

The Declaration shall be interpreted that any and all references to "Mountaintown Heights" shall also include "Lake LeCroy at High River," which is a rebranding name used for these particular Lots submitted to the Declaration.

IN WITNESS WHEREOF, the Declarant herein hereby executes this instrument under seal, this the 9th day of SEPTEMBER, 2020.


DECLARANT

Sworn to and subscribed to before me this 9th day of September, 2020



Witness

Witness



Notary Public
[Notary Seal]



FLINT MOUNTAIN HOLDINGS, LLC.

By: Bill Holt (Seal)

Name: Bill Holt

Title: AUTHORIZED AGENT

[CORPORATE SEAL]

CURRENT OWNER OF LAKE LECROY - CONSENTING ONLY TO THOSE PROVISIONS REGARDING THE TRANSFER, USE, AND ACCESS TO THE LAKE

FLINT MOUNTAIN COMMONS, LLC.


By: Bill Holt (Seal)

Name: Bill Holt

Title: AUTHORIZED AGENT

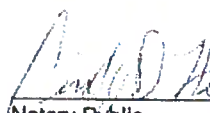
[CORPORATE SEAL]

Sworn to and subscribed to before me this 9th day of September, 2020



Witness

Witness



Notary Public
[Notary Seal]

