



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: 001215390013 Type: COVE
Recorded: 12/07/2011 at 02:23:00 PM
Fee Amt: \$34.00 Page 1 of 13
Fannin Co. Clerk of Superior Court
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**STATE OF GEORGIA
COUNTY OF FANNIN**

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
THE HIGHLANDS**

This Declaration of Covenants, Conditions, Restrictions and Easements for THE HIGHLANDS (the "Declaration"), is made this 2nd day of December, 2011, by the undersigned, HIGHLANDS AT BLUE RIDGE, LLC, a Georgia limited liability company, (hereafter referred to as "Developer").

WITNESSETH:

WHEREAS, said Developer is the owner of the development generally known in the community as THE HIGHLANDS, 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. 75 and 106, consisting of Phases One, Two, Three and Four, as shown on plats (collectively the "Plats") prepared by Robert J. Breedlove, G.R.L.S. No. 2228, and recorded in Plat Hanger E-200, pages 5-8, Plat Hanger E-201, pages 1-3, Plat Hanger E-201, pages 4-6, and Plat Hanger E-202, pages 1-3, in the office of the Clerk of Superior Court, Fannin County, Georgia (the "Community"); and

WHEREAS, the Lots within the Community are being conveyed subject to all easements, restrictions, and rights of way as set forth on the recorded plats for the Community; and

WHEREAS, it is to the interest, benefit and advantage of the Developer, the subsequent owners and of each and every person who shall hereinafter purchase any Lot in the Community that certain protective covenants governing and regulating the use and occupancy of the same be established, set forth and declared.

NOW, THEREFORE, for and in consideration of the premises and all of the benefits to be derived by Developer, Owners, their successors and assigns, and each and every subsequent Owner of any Lot in the Community, the Developer does hereby set up, establish, promulgate, and declare the following protective covenants to apply to all Lots in the Community. These protective covenants shall become effective immediately and shall be covenants running with the land and shall be binding on all parties, person or entities owning a Lot or Lots in the Community. Every grantee in the Community, by acceptance of deed or other conveyance of such interest, whether or not it shall be so expressed, shall take

title to the same subject to this Declaration and to the terms and conditions herein and shall be deemed to have assented to said terms and conditions. This Declaration shall supercede the original declaration of covenants recorded in Deed Book 903, pages 662-680, in the office of the Clerk of Superior Court of Fannin County, Georgia, which have been revoked in their entirety.

ARTICLE I
DECLARATION OF PROPERTY OWNERS ASSOCIATION

Section 1. **Definitions.** The following words, when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

- A. "Articles" shall mean the Articles of Incorporation of the Association.
- B. "Board" shall mean the Board of Directors of the Association.
- C. "By-laws" shall mean the By-laws of the Association.
- D. "Common Expenses" shall mean all expenses of any kind or nature whatsoever incurred by the Association, including, but not limited to, the following:
 - 1. Expenses incurred in connection with the ownership, maintenance, repair, improvement or operation of the Common Property, including Private Drives, or any other property to be maintained by the Association as provided in this Declaration, including, but not limited to, utilities, taxes, assessments, insurance, operation, maintenance, repairs, improvements, and alterations;
 - 2. Expenses incurred in connection with the administration and management of the Association; and
 - 3. Expenses declared to be Common Expenses by the provisions of this Declaration or by the Association.
- E. "Common Property" shall mean those certain areas in the Community and all other real property owned, or to be owned, by the Association for the common use and enjoyment of the Owners, including, but not limited to, all common areas, the Private Drives, streets, roads, walkways, pathways, benches, utility service areas, gates, and common structures.
- F. "Community" shall mean the property known as THE HIGHLANDS, which is described in the first paragraph of the recitals to this Declaration.
- G. "County" shall mean Fannin County, Georgia.
- H. "Declarant" or "Developer" shall mean and HIGHLANDS AT BLUE RIDGE, L.L.C, its successors and assigns.
- I. "Development" shall mean, the entire Community.
- J. "Home" shall mean a completely constructed single family home, which is designated and intended for use and occupancy as a residence along with all other improvements on the Lots (i.e. fences, sheds, detached garages, etc.) and which is subject to assessments under this Declaration or any supplemental declaration made by the Developer. Said term includes any interest in land, improvement and other property appurtenant to the Home.

K. "Lot" shall mean and refer to any Lot shown on the Plats.

L. "Member(s)" shall mean and refer to all those Owners who are members of the Association.

M. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Property, including the Declarant with respect to any unsold Lot, but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

N. "Plat" shall mean the plats of survey for THE HIGHLANDS as recorded in Plat Hanger E-200, pages 5-8, Plat Hanger E-201, pages 1-3, Plat Hanger E-201, pages 4-6, and Plat Hanger E-202, pages 1-3, in the office of the Clerk of Superior Court, Fannin County, Georgia.

O. "Private Drives" shall mean and refer to those certain portions of the Common Property owned, or to be owned, by the Association and used for pedestrian and/or vehicular access, if any.

P. "Property" shall mean and refer to all property within the Community as shown on the Plat.

Q. "Property Owners Association" or "Association" shall mean and refer to the The Highlands at Blue Ridge Property Owners Association to be formed by the Declarant.

Section 2. Membership and Voting Rights in the Association. Each and every lot owner subject to this Declaration shall automatically, and by reason of such ownership, become a Member of the Property Owners Association, provided that any such person or entity who holds an interest merely as a security for the performance of any obligation shall not be a Member. If two or more Lots are combined so as to serve as a residence Lot for one residence, the Owner shall have one vote per lot in all transactions and business of the association.

Section 3. Voting Rights.

A. The Property Owners Association shall initially have two classes of membership, which shall be Class A Members and Class B Members. Class A Members shall be all of the Owners with the exception of the Declarant. The Class B Member shall be the Declarant. All Members shall be entitled to one (1) vote per Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

B. Notwithstanding anything to the contrary herein, until such time as the Developer has sold 90% of its Lots in the Community, Declarant shall solely control the affairs of the Property Owners Association, unless said powers shall be authorized, in writing, by the Declarant.

C. Notwithstanding anything to the contrary herein, for as long as Developer is the Owner of any Lot within the Community, no vote, decision, or action which requires the approval or a vote of a majority or more of the Members of the Property Owners Association voting on said matter

shall be effective or implemented until Declarant has approved of or consented to same in a writing directed to the Board of Directors of the Property Owners Association.

Section 4. Declaration Superiority. Neither the Articles nor By-laws shall, for any reason, be inconsistent with this Declaration. In the event of any such inconsistency, the provisions of this Declaration shall prevail.

Section 5. Duties of the Association. The Property Owners Association shall, in addition to such obligations, duties and functions as are assigned to it by other provisions of this Declaration, have the obligations, duties and functions (subject to the provisions of this Declaration), to do and perform each and every one of the following for the benefit of the Owners and for the maintenance, administration and improvement of the Community:

A. Enforcement. To take such action, whether or not expressly authorized herein or in any governing instrument, as may be reasonably necessary to enforce the restrictions, limitations, covenants, affirmative obligations, conditions and other provisions of this Declaration, and the Articles and By-laws.

B. Operation and Maintenance of Common Property. To own, operate, maintain and otherwise manage and/or provide for the operation, maintenance and management of the Common Property, together with all easements for operations and maintenance purposes and for the benefit of the Property Owners Association or its Members over and within the Common Property; to keep all improvements of whatever kind and for whatever purpose from time to time located thereon in good order, conditions and repair, and to maintain any parking areas and streets free and clear from obstructions and in a safe condition for vehicular use at all times. The Property Owners Association shall maintain and repair the Private Drives and pay all Common Expenses.

C. Taxes and Assessment. To pay all real and personal property taxes and assessments, if any, separately levied upon or assessed against the Property Owners Association and/or any property owned by the Property Owners Association. Such taxes and assessments may be contested or compromised by the Property Owners Association provided, however, that they are paid or a bond insuring the payment is posted prior to the sale or other disposition of any property to satisfy the payment of such taxes.

D. Dedication for Public Use. To promptly dedicate any water, sewer, or other utility lines or facilities and appropriate easements as may be specified by Declarant or required by any applicable municipality, utility company, public authority, or similar agency or body as may be designated by Declarant or the Property Owners Association.

E. Enforcement of Restrictions and Rules. To perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably necessary or appropriate to enforce or effectuate any of the provisions of this Declaration and the rules and regulation of the Property Owners Association.

Section 6. Powers and Authority of the Property Owners Association. The Property Owners Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Property Owners Association under this Declaration, the Articles and By-laws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the express powers of the Property Owners Association including the following which are listed without intent to limit the foregoing articulation:

A. Assessments. To levy assessments on the Owners of the Lots and to enforce payment of such assessments, all in accordance with the provision of this Declaration.

B. Right of Enforcement. In its own name, on its own behalf or on behalf of any Owner or Owners, who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of any provision of this Declaration and the rules and regulations promulgated by the Property Owners Association, and to enforce, by mandatory injunction or otherwise, all of the provisions thereof.

C. Easements and Right-of-Way. To grant and convey to any third party an easement in, on, over, and under the Common Property and the Private Drives located thereon for the purposes of constructing, erecting, operating or maintaining thereon, therein, or thereunder, (1) underground lines, cables, wires, conduits or other devices for the transmission of electricity and for lighting, heating, power, telephone, community television, radio and audio and antenna facilities and for other appropriate purposes; (2) public sewers, storm water drains and pipes, water systems, sprinkler systems, water, heating and gas lines or pipes; and (3) any similar public or quasi-public improvements or facilities.

D. Right of Entry. Without liability to Developer, any Owner, or its agents, independent contractors and employees, Developer and the Association reserves to itself, its designees, successors and assigns, easements, licenses, and rights and privileges of a right-of-way in, through, over, under and across the Community for the construction, maintenance and repair of utility lines, wires, pipes, conduits, cable television, sewers, and drainage lines and other improvements, which may from time to time be in or along the streets and roads or other areas of the Community. Developer also reserves the right for itself, its designees, successors and assigns, to continue to use the Community, and any Common Property, Private Drives, roadways, sales offices, model homes, signs, flags, promotional material and parking spaces located in the Community, in its efforts to market Lots, land and Homes in the Community. This paragraph may not be amended without the prior written consent of the Developer. The Developer, by its execution of this Declaration, hereby grants to each Owner a non-exclusive perpetual easement for the maintenance, repair and replacement of water and sanitary sewer lateral pipes servicing the Lot and improvements thereon, which lateral pipes are located within the Common Property.

E. Street Maintenance. To contract and pay for, or otherwise provide for, the construction, reconstruction repair, replacement, or refinishing of any Private Drives, parking areas, or other paved areas upon any portion of the Common Property not dedicated to any local, state or federal government agency.

F. Controlled Access and Gated Entry Provisions. To make decisions related to security measures, including, but not limited to access privileges of visitors or service personnel. These decisions shall not apply to Declarant or its successors or assigns, who shall have unlimited access as long as any Lots remain unsold by Declarant, its successors or assigns.

Section 7. Property Rights in Common Property.

A. Members' Easements of Enjoyment. Every Member shall have a nonexclusive right, license, privilege, and easement of enjoyment in and to the Common Property, and such easements shall be appurtenant to and shall pass with the title to every Lot. In addition, the Declarant does hereby grant unto the Owners of each Lot a non-exclusive easement in perpetuity for ingress and egress and over and across the Private Drives, streets, roads and walks in the Common Property for all lawful purposes.

B. Title to Common Property. The Declarant shall convey to the Property Owners Association legal title to any Common Property, subject to the following covenant which shall be deemed to run with the land and shall be binding upon the Property Owners Association, its successors and assigns:

In order to preserve and enhance the property values of the Community, the Common Property and all facilities now or hereafter built or installed thereon shall at all times be maintained in a first class manner, in good repair and condition and shall be operated in accordance with highest standards. The maintenance and repair of the Common Property shall include, but not be limited to, the repair of damage to the Private Drives, walkways, outdoor lighting, fences, benches, gates and landscape maintenance.

C. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

1. The right of the Property Owners Association, in accordance with its Articles and By-laws, to borrow money for the purpose of improving the Common Property and in aid thereof, to mortgage said property.

2. The right of the Property Owners Association to take such steps as reasonably necessary to protect the Common Property against foreclosure.

3. The right of the Property Owners Association, as provided in its Articles and By-laws, to suspend the enjoyment right of any Member, except as to ingress and egress to and from such Member's Lot, for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations.

4. The right of the Property Owners Association to dedicate or transfer all or any part of the Common Property to any public agency, authority, utility for the installation, maintenance, and inspection of lines and appurtenances for public and private water, sewer, drainage, cable television, telephone, electricity, gas and other utilities, and for completion of the Development. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication has been signed by two-thirds (2/3) of the Members entitled to vote and has been recorded; and unless notice of the proposed agreement and action thereafter is sent to every Member at least thirty (30) days in advance of any action taken.

5. The right of the holder of a mortgage encumbering the Common Property, upon foreclosure or proceeding in lieu of foreclosure, to enter upon and take possession of the Common Property, for the purpose of operating, administering and maintaining said Common Property for the use and benefit of the Owners, subject to the terms, conditions and provisions of this Declaration.

D. Easements Reserved Unto Declarant Over Common Property and Development. The Declarant hereby reserves unto itself, its successor and assigns, all necessary licenses, rights, privileges and easements over, upon, under and across the Development, including but not limited to, (1) the right to use the said property for right-of-way and easements to erect, install, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, pipes, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, cable, television, sewer, water other public convenience or development utilities; (2) the right to cut any trees, bushes or shrubbery, make any grading of the soil, or take any other similar action reasonably, necessary to provide economical and safe utility installation and to maintain reasonable standards of health, convenience, safety and appearance; (3) the right to locate thereon wells and pumping stations and all other water system equipment; (4) the right

and easement of ingress and egress for purposes of development and construction and (5) such other rights as may be reasonably necessary to complete in an orderly and economic manner the development of THE HIGHLANDS; provided, however, that said reservation and right shall not be considered an obligation of the Declarant to provide or maintain any such utility, development, or service. Declarant also reserves the right to connect with and make use of the utility lines, wires, pipes, conduits, cable, television, sewers and drainage and other utility lines which may from time to time be in or along the streets and roads within the Development. Finally, the Declarant reserves the right to establish and continue to use any sales offices, signs, or parking spaces located in the Development in its effort to market the Development. The easements and rights-of-way herein reserved shall continue in existence in favor of the Declarant after conveyance of all Lots owned by Declarant until such time as such rights are specifically and expressly relinquished by Declarant by reference to this provision. This paragraph may not be amended without the consent of the Declarant.

E. Transfer of Easement by Declarant. The Declarant hereby covenants, for itself, its successors and assigns, that it will transfer the easements, licenses, rights and privileges reserved in this Declaration by Declarant to the Property Owners Association upon the latter of ten (10) years from the date hereof or the sale by Declarant of the last Lot held for sale in the ordinary course of business by Declarant in the Development. Notwithstanding the above, Declarant, its successors and assigns, shall retain easement access rights for ingress, egress and utilities over and across the Development regardless of the ownership of Lots in the Development.

Section 8. Covenant for Assessments.

A. Personal Obligation of Assessments; Claim of Lien. Each Owner by acceptance of a deed therefor, whether or not it shall be so expressed in such deed; is deemed to covenant and agree to pay to the Property Owners Association the following: (i) annual assessments or charges for the Common Expenses of the Association and other costs described in this Declaration; and (ii) special assessments for capital improvements and other expenses described in this Declaration. The annual and special assessments, together with interest and costs of collection, including reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, cost of collection, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for such delinquent assessments shall also pass to his successors in title, provided the Property Owners Association has caused a claim of lien to be recorded in the Public Records of Fannin County giving notice to all persons that the Property Owners Association is asserting a claim of lien upon the Lot prior to the conveyance of title to said Lot. Said claim of lien shall state the description of the residence, the name of the record Owner thereof, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien have been fully paid. Such claims of lien shall be signed and verified by an officer of the Property Owners Association or by a managing agent of the Property Owners Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. Liens for assessment may be foreclosed on by suit brought in the name of the Property Owners Association in like manner as a foreclosure of a mortgage on real property. In such foreclosure, the Owner of a residence and the Property Owners Association shall be entitled, as a matter of law, to the appointment of a receiver to collect the same.

B. Purpose of Assessments. The assessments levied by the Property Owners Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Community, and in particular for the improvement and maintenance of property, services, and facilities devoted to the purpose and related to the use and enjoyment of the Common Property and of the Lots situated upon the Property.

C. Annual Assessments and Initial Assessments. Each Class A Member shall be required to pay an Annual Assessment in the amount of Three Hundred Seventy Five Dollars (\$375.00) per year per lot owned, which shall be due annually. In the event that multiple lots are owned, each additional contiguous lot shall be assessed at 40% of the assessment for the primary residence lot. Said assessment shall be prorated and due at closing in the year of closing and shall become due each year thereafter on January 1st with a fifteen (15) day grace period. Any Class A Member that does not pay said annual assessment before the end of the grace period shall be subject to the penalties set forth in Section I of this Article.

D. Increase of Assessments. During the last quarter of each year, the Board of Directors of the Property Owners Association shall meet and, after consideration of current maintenance costs and calculated needs of the Association, fix the actual assessment in advance for the next year. Any new annual assessments exceeding one hundred fifty percent (150%) of the assessment for the previous year shall have the approval of two-thirds (2/3) of the votes of the Members (if any) who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting and shall set forth the purpose of the meeting.

E. Special Assessments. In addition to the annual assessments authorized by the above sections, the Property Owners Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Property and/or road system, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting and shall set forth the purpose of the meeting.

F. Quorum and Notice for any action as set forth in "Increase of Assessments" and "Special Assessments". Written notice of any meeting called for the purpose of taking any action authorized in this Article shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of Members in person or by proxy entitled to cast a majority of all the votes of each class of membership shall constitute a quorum.

G. Certificate of Payment. The Property Owners Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing and in recordable form, signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of and assessment therein stated to have been paid.

H. Effect of Nonpayment of Assessment; Personal Obligation; Lien; Remedies of the Association. If the assessments, initial, annual or special, are not paid on or before fifteen (15) days after the date when due, then such assessment shall become delinquent and shall, together with interest thereon and costs of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot for which such assessment is delinquent and such lien shall bind the then Owner, his heirs, devisees, personal representatives and assigns. If the such assessment is not paid within thirty (30) days after the date when due, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum. The Property Owners Association may bring an action of law against the Owner personally obligated to pay the same or to foreclose the lien against the property, in the same manner as foreclosure of a mortgage, and there shall be added to the amount of such assessment interest, the costs of the action for the collection of the assessment, including a reasonable attorney's fee costs and

fees on appeal. Reasonable attorney's fees and costs of collection shall be recoverable whether or not suit is brought. If the Property Owners Association files a claim of lien on the public records of Fannin County, against any Lot, a Seventy-Five Dollar (\$75.00) lien fee may be charged and shall be added to the unpaid assessment and secured by the lien hereby created. Notwithstanding the above, during the period of Declarant's ownership of any Lot, no assessments shall apply to Declarant or any of the Lots owned by Declarant.

ARTICLE II ROAD EASEMENTS

Section 1. Reservation By Developer of Road Easement.

A. The Developer hereby reserves unto itself, its successors and/or assigns, all necessary licenses, rights, privileges and easements over, upon, under and across all property in the Development, including but not limited to: (1) the right to use said property for rights-of-way and easements to erect, install, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, pipes, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, cable, television, sewer, water or other public conveniences or subdivision utilities; (2) the right to cut or trim any trees, bushes or shrubbery, make any gratings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, convenience, safety and appearance; (3) the right and easement of ingress and egress for purposes of development and construction; and (4) such other rights as may be reasonably necessary to complete in an orderly and economic manner the development of said subdivision; provided, however, that said reservation and right shall not be considered an obligation of the Developer to provide or maintain any such utility, development, or service,

B. The Developer also reserves the right to connect with and make use of utility lines, wires, pipes, conduits, cable, television, sewers and drainage and other utility lines which may from time to time be in or along the streets and roads within the property. Finally, the Developer reserves the right to establish and continue to use any sales offices, signs, or parking space located on the property, in its effort to market the development. The easements and rights-of-way herein reserved shall continue in existence in favor of the Developer until conveyance of all Lots have occurred and Developer has executed and recorded an extinguishment of easement with the office of the Clerk of Superior Court of Fannin County, Georgia.

Section 2. Road Easements for Community.

A. Developer does hereby establish and create for the benefit of the Association and for all Owners from time to time subject to this Declaration, and does hereby give, grant and convey to each of the aforementioned, a permanent and perpetual forty (40) ft. right-of-way easement for ingress and egress by vehicles or on foot, in, through, over, under and across the Private Drives and all streets and roads within the Community (as they may be built or relocated in the future).

B. The easement is granted notwithstanding any error or omission in any individual conveyance to a purchaser of a Lot, by the Developer, which might fail to expressly grant or reserve such an easement.

ARTICLE III
RESTRICTIVE COVENANTS

Section 1. The protective covenants and restrictions set forth herein shall apply only to the Lots.

Section 2. All residential structures shall be constructed in accordance with all local and state codes.

Section 3. Only one single-family residence shall be constructed on any one Lot, provided, however, that the owner of any lot may erect a garage, guest house, or outbuilding for use in conjunction with such residence. Said garage, guest house or outbuilding must be fashioned in appearance and likeness to the design of the main residence. No prefabricated buildings, metal buildings nor carports shall be erected on any Lot. No mobile homes will be used or located on any lot at any time either temporarily or permanently. No old, new, complete or used home may be moved onto any Lot. All homes must be constructed onsite.

Section 4. All building construction shall be completed within twelve (12) months from the starting date of construction, unless otherwise approved, in writing, by the Developer. The construction site must be kept clean of debris and waste must be disposed of properly. Any damage to roads, adjacent properties or other common property shall be the responsibility of the Owner and builder.

Section 5. Except as otherwise provided herein, no structure of a temporary character, such as a mobile home, basement, camper, lean-to, tent, shack, garage, barn or other outbuilding will be used on any Lot at any time as a residence either temporarily or permanently.

Section 6. 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, with the exception that short term rentals of homes in the Community shall be allowed. The Owner of the home shall remain responsible for the conduct of guests and their compliance with these covenants. There shall also be an exception for home-based businesses involving no retail traffic or storage of inventory or equipment.

Section 7. All Lots are restricted to permanent housing with a minimum of 1200 square feet of enclosed heated living space in the main structure. The square footage mentioned above is exclusive of areas contained in open porches, carports, garages, and basements and refers to enclosed above-ground heated living area. The exterior of all homes must be a design appropriate for the natural, rustic environment of the development and shall be in earth tone colors. No vinyl siding or brick shall be permitted. All exterior foundation materials shall be rock or stucco in a manner to be consistent with the remainder of the dwelling. All dwellings shall be of quality workmanship.

Section 8. No signs of any type shall be allowed on any lot with the exception of a temporary sign offering all or a portion of 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 Development.

Section 9. 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 Community. 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 recreational use of all terrain vehicles, dirt bikes, motorcycles or any similar type vehicles with the exception of golf carts shall be permitted within the Development. Motorcycles and ATVs shall be used within the Development for transportation only and shall not be operated in any manner that

would be considered offensive or noisy. No outdoor light that shines onto another Lot causing annoyance to the other Owner shall be permitted nor shall loud music that carries and causes annoyance to another Owner be permitted. No hunting or discharging of firearms shall be permitted within the Community.

Section 10. No Owner may remove or top more than fifty percent (50%) of existing tree growth; however, trees may be topped or trimmed to create or maintain a view.

Section 11. 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. Potentially vicious breeds of dogs are specifically prohibited and may not be kept, bred or raised on any lot. Pets must be kept under control and shall not be permitted to annoy neighbors. All pet owners must comply with county ordinances.

Section 12. No trash, garbage or other waste material or refuse shall be placed or stored on any Lot except in covered sanitary containers designed for that purpose. All containers must be stored within the home or within an enclosure designed therefore, which must be at least five (5) feet from any lot line.

Section 13. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Drainage flow shall not be obstructed nor be diverted from drainage or utility easements as designated above or on the recorded Plat, except, as the undersigned may deem necessary for the development of the Community.

Section 14. 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. Each Lot shall be kept and maintained completely free of any junk, trash and garbage (including old vehicles and discarded appliances). All machinery, boats, trailers, recreational vehicles or automobiles in storage will be located in a garage or basement. 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 forty-eight (48) hours; provided, however, that this provision shall not apply to any such vehicle being kept in a garage or basement. There shall be no major repair performed on any motor vehicle on or adjacent to any Lots in the Community. All vehicles shall have current license plates

Section 15. No travel trailer or motor home (unless, said vehicle is housed in a completely enclosed garage), truck (excluding pickup trucks), camper, tent, or other similar vehicle shall be placed on any Lot at any time for a period exceeding forty-eight (48) hours. No industrial, commercial or farm equipment or vehicles, including without limitation, dump trucks, moving vans, step vans, buses and lowboy trailers, shall be allowed to park or remain on any Lot, except for so long as necessary for use in connection with ongoing construction.

Section 16. 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.

Section 17. No clotheslines shall be permitted on any Lot. No garments, laundry, rugs or other articles may be aired or dried outside on any Lot.

Section 18. Each Lot shall be serviced by the City of Blue Ridge water system, and it shall be the responsibility of each Owner to pay the water connection fee and any deposit required by the City. Developer reserves for itself, its successors and assigns, as well as for the City of Blue Ridge, a permanent and perpetual easement over all property in the Development for the purpose of installation, repair, maintenance and operation of the water lines necessary for city water service.

Section 19. Any Owner of a Lot within the Community may enforce the restrictive covenants by proceeding at law or in equity against any person or persons or entity violating or attempting to violate any covenant or restriction either by seeking to restrain such violation or seeking damages. The Owners are not under any mandatory duty to seek enforcement of any of these covenants as set forth herein. The failure of the Developer, the Association or of any Owner to enforce any of said covenants and restrictions and other provisions should in no event be deemed a waiver of the right to do so thereafter.

Section 20. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

Section 21. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

ARTICLE IV GENERAL PROVISIONS

Section 1. Execution of Documents Required by Fannin County, Georgia. The Developer's plan for the development of the Community may require from time to time the execution of certain documents required by the County. To the extent that said documents require the joinder of any or all Owners in the Community, each of said Owners, by virtue of their acceptance of a deed to their respective Lot, does irrevocably give and grant to the Developer, or any of its officers individually, full power of attorney to execute said documents as their agent and in their place and stead.

Section 2. Enforcement. The Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, court costs and reasonable attorneys' fees for any proceeding to enforce this Declaration, including any appeal therefrom, shall be borne by the Owner(s) against whom the suit has been filed. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time, they shall be automatically extended for successive periods of twenty (20) years. This Declaration may be amended by an instrument signed by the Owners of two-thirds (2/3) or more of the Lots, or by a vote of ninety percent (90%) of a quorum of Owners present in person or by proxy at a duly called regular or special meeting of the members of the Association. Notwithstanding anything to the contrary herein, Developer will have the right to amend this Declaration without the consent of any of the Owners for clarification purposes only; provided, however, Developer owns at least one (1) Lot in the Community. Any amendment to this Declaration shall comply with all applicable codes, laws, regulations and ordinances then in place and must be recorded in the office of the Clerk of the Superior Court of Fannin County, Georgia.

Section 5. Damage or Destruction to Common Property. Each Owner shall be liable to the Association for any damage to the Common Property not fully covered by collected insurance which may

be sustained by reason of the negligence or willful misconduct of said Owner or of his family, tenants, guests and invitees, both minor and adult.

Section 6. Release of Liability. Declarant shall in no way be held liable or subject to any law suit, regardless of the type, from anyone in regards to or in connection with the Development of the Property upon the Developer's sale of all Lots within Community. Declarant hereby states that at time of recordation of this agreement they have complied with all Fannin County Land Development laws and regulations for development of said Property, and should any new purchaser of a Lot within said subdivision not comply with said county laws and regulations for any reason, Declarant shall in no way be held responsible or liable, and shall be fully released of any liability thereof.

IN WITNESS WHEREOF, HIGHLANDS AT BLUE RIDGE, LLC, has caused these Covenants, Conditions, Restrictions and Easements for THE HIGHLANDS and Declaration of Property Owners Association to be executed the day and year first written above.

Signed, sealed and delivered in the presence of:

HIGHLANDS AT BLUE RIDGE, LLC:

Alisa J. Stanley
Witness

By: Alvin L. Diemer
Alvin L. Diemer, Manager

Angela Stewart DeLorme
Notary Public



24,016
STATE OF GEORGIA
COUNTY OF FANNIN

Angela Stewart DeLorme, P.C.
Attorney at Law
P.O. Box 1549
Blue Ridge, GA 30513

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
THE HIGHLANDS**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR "THE HIGHLANDS" is made and published this 15th day of October, 2015, by HIGHLANDS AT BLUE RIDGE, LLC, a Georgia limited liability company (hereafter referred to as "Developer").

WITNESSETH:

THAT WHEREAS, pursuant to that certain DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE HIGHLANDS recorded on December 7, 2011, in Deed Book 989, pages 457-469, in the office of the Clerk of Superior Court of Fannin County, Georgia (the "Declaration"), said Declaration may be amended by the Developer for clarification purposes; and

WHEREAS, Article III, Section 18, of the Declaration provides for water service by the City of Blue Ridge; however, the community water system has not yet been turned over to the City of Blue Ridge; and

WHEREAS, Developer desires to clarify said Article III, Section 18, to include provisions for the existing community water system;

NOW, THEREFORE, the Developer does hereby amend and revise the original Declaration as to Article III, Section 18, by deleting said Section 18 and inserting in lieu the following:

1.

Section 18. Each Lot shall have water rights to the community well and water system that will be provided and maintained by Developer until such time as the water system is turned over to the City of Blue Ridge, a water servicing company or to the Property Owners Association. Developer reserves for itself, its successors and assigns, a permanent and perpetual easement over all property in the Development for the purpose of installation, repair, maintenance and operation of the water lines necessary for water service. Easements are hereby reserved over each Lot for ingress and egress to and from said water system for the installation and maintenance of water lines to the well and shall include the ability to access surface and sub-surface areas necessary to maintain, replace, upgrade, add additional components or repair said water system. Each lot owner who is connected to the water system shall pay a monthly water fee of \$30.00 to Developer or its assigns for maintaining and providing water to the lot owner for normal household use. Said water fee shall initially be paid bi-annually; however, Developer, its successors and assigns, shall have the right to change its billing structure to a monthly, quarterly or annual billing system upon giving prior written notice to all lot owners.

2.

This First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for The Highlands shall be attached to and incorporated into the original Declaration, and the original Declaration together with this Amendment thereto shall remain in full force and effect.

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

Signed, sealed and delivered in the presence of:

HIGHLANDS AT BLUE RIDGE, LLC:

Alisa J. Stanley
Witness

By: Alvin L. Diemer (Seal)
Alvin L. Diemer, Manager

Ginger L. Walker
Notary Public

