

BLUE RIDGE LAW
A PROFESSIONAL CORPORATION

4805 OLD HIGHWAY 76 - BLUE RIDGE, GEORGIA 30513

Please cross-index to

Deed Under Power of Sale dated August 5, 2014 from Flint Timber, L.P., acting by and through its attorney-in-fact AgSouth Farm Credit ACA to AgSouth Farm Credit ACA, recorded August 20, 2014 in Deed Book 1878, Pages 298-300, Gilmer County Deed records.

Limited Warranty Deed dated February 20, 2020 from AgSouth Farm Credit, ACA to Flint Mountain Holdings, LLC, recorded February 21, 2020 in Deed Book 2229, Pages 147-150, Gilmer County Deed records.

RETURN RECORDED DOCUMENT TO:	(Recording Information)
Blue Ridge Law	
4805 Old Highway 76	
Blue Ridge, GA 30513	
File # Jake's Landing	

STATE OF GEORGIA
COUNTY OF FANNIN

**DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR JAKE'S LANDING**

**ROAD EASEMENT, SIGNAGE EASEMENT AND UTILITY EASEMENT AND EASEMENTS
RESERVED AND EROSION CONTROL EASEMENT FOR JAKE'S LANDING**

This DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR JAKE'S LANDING, ROAD EASEMENT AND UTILITY EASEMENT AND EASEMENTS RESERVED AND EROSION CONTROL EASEMENT FOR JAKE'S LANDING is made this ____ day of _____, 20__ by the undersigned Flint Mountain Holdings, LLC, by and through its General Manager William Lee Holt, Jr. (hereafter referred to as "Declarant" and/or "Developer").

WITNESSETH:

WHEREAS, Declarant is the fee simple owner of all that tract or parcel of land being more particularly described below with any additional property added hereto by amendment (hereinafter referred to as the "Submitted Property"), said property being further described as follows:

SEE ATTACHED EXHIBIT "A"

WHEREAS, Declarant desires to enhance the value and provide for the uniform development of the Subdivision;

NOW, THEREFORE, the Declarant hereby declares that the Submitted Property shall be held, conveyed, encumbered, used, occupied, and improved subject to the following additional covenants, restrictions and easements, all of which are in furtherance of a plan for subdivision, improvement and sale of real property and every part thereof. The covenants, restrictions and easements set forth herein shall run with the land and shall be binding on all parties having or acquiring and right, title or interest therein or thereto, and shall, subject to the limitations herein provided, inure to the benefit of each "Owner" (as hereinafter defined), his heirs, successors, and assigns.

**DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS FOR JAKE'S LANDING**

1. The exterior of any structure to be constructed on any of said lots shall be completed within one (1) year from date that construction begins. Outside landscaping must also be completed within the one (1) year time 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. All construction and other improvements shall be performed in strict compliance with state and local laws, regulations, codes, and ordinances, including without limitation all such rules, which apply to erosion and sedimentation. No person shall occupy a dwelling, with or without an occupancy certificate, prior to substantial completion of both the interior and exterior. No construction trailers shall be permitted within the subdivision. Any damage or disturbance to a road in the subdivision in connection with construction or other activity on a lot shall be the responsibility of the owner of such lot. Such owner shall at a minimum, restore the road as nearly as practicable, to its former condition, at such owner's sole expense. No silt or other drainage arising directly or indirectly from construction shall be permitted on any road or upon the lot of another owner. All stumps and other debris of clearing, excavation, or construction (not to include stumps or debris on the property prior to acquisition by the owner) shall be promptly removed from the lot and properly disposed of. Any violation of any land disturbance ordinance or law, or other land use regulation, shall be a violation hereof.
2. No dwelling shall contain less than 1,200 total square feet of heated living area (not counting any footage in the basement of the home), exclusive of garages, covered walks, open and/or screened porches, patios, terraces, pool areas or other similar areas. No structure may exceed two stories above-grade. All exterior surfaces shall be covered in a fashion to blend with the natural environment of the submitted property, including but not limited to stone combinations, wood or log (log siding is permissible (but no T-111). Cedar shake and board and batton are specifically allowed, but all in earth tones. In general, only wood siding or wood products are allowed, but "hardie-style" products shall be allowed (but painted with earth-tone colors). Roofing materials must be factory painted metal (Green (forest), Grey, Brown, Black, red or silver), slate, cedar shakes, or architectural shingles. No vinyl siding may be used. The roof pitch must be at least 3/12. All exterior foundation materials shall be "rocked" or "stucco" in a manner to be consistent with the remainder of the dwelling.
3. Sewerage Disposal. No individual sewerage-disposal system shall be permitted on any Lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Georgia Department of Public Health. Approval of such systems as installed shall be obtained from the appropriate governmental authorities. No outside toilets, except those used during the period of home construction, shall be allowed on any lot.
4. Building Location. No building shall be located on any Lot nearer to the front line of the Lot or nearer to the side or rear lines than the minimum building set-back lines as established by Gilmer County ordinance(s), however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot, nor to violate applicable building codes or permits with regard to setback requirements.
5. No mobile, modular, prefab, or manufactured home or homes constructed in whole or in part off of any Lot will 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 (including but not limited to construction 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. No underground or octagon houses shall be allowed on any lot.
6. 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 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 have current license plates.
7. Boats, Trailers and Commercial Vehicles - No boat, travel trailer, motor home, truck (excluding pickup trucks), tractor trailer, camper, tent, or other similar vehicle shall be placed on the property at any time unless they are housed in a completely enclosed garage OR cannot be seen from a public or private road or any other lands originally contained in the 1341 +/- acres acquired by Flint Mountain Holdings, LLC from AgSouth Farm Credit, ACA on February 20, 2020 (the "1341 acre AgSouth lands"). No industrial, commercial or farm equipment (other than tractors of the typical sort used for property

maintenance (but must be in an enclosed garage or not visible from a public road or from any of the other lands originally contained in the 1341 acre AgSouth lands)) or vehicles, including without limitation 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 and not to exceed eight (8) hours.

8. 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 indoors provided that they are not kept, bred, or maintained for any commercial purposes and the total number of all pets shall not exceed three (3). Such household pets must not constitute a nuisance or cause unsanitary conditions. Any 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. Pets must be leashed when off of owner's Lot, and pet refuse must be cleaned up and removed by the pet's owner. Excessive barking or noise from pet(s) must be abated.
9. 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.
10. Driveways, landscaping and the general appearance of an owner's lot shall be maintained in good order. To prevent mud and other debris from being tracked onto the street, a construction drive must be installed prior to beginning construction on the foundation and maintained until the permanent drive is completed. All permanent drives must be surfaced in a fashion to minimize impact on subdivision roads at the point of intersection with same and must be completed within sixty (60) days after exterior construction is completed.
11. 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, must be kept in a clean and sanitary condition and must be no closer than twenty-five feet (25') from any Lot line. No Lot shall be used or maintained as a dumping ground for rubbish. Trash cans/containers may only be curbed for pickup not earlier than 6 p.m. preceding the day of pickup and must be removed from curb not later than 9 p.m. on the day of pickup.
12. 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. 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 stockpiles of unused materials are kept in a neat and orderly fashion.
 - c. That a freestanding, enclosed toilet (Port-a-Pot) be installed on the lot prior to beginning construction of the primary residence and removed as soon as residence is completed.
 - d. That no lot clearing debris or waste material is disposed of by burning or burying on any lot other than debris from the property on which the debris originated. (Exception: Developer may clear and burn as needed to improve the appearance of the subdivision.)

Any damage to subdivision roads or other common property during construction of any structure shall be the responsibility of the homeowner.

13. 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 rentals of homes in the submitted property shall be allowed for a period of not less than 48 consecutive hours. 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 businesses involving no retail traffic or storage of inventory or equipment (unless the inventory is housed in a completely enclosed garage/structure and cannot be seen from a public or private road or any other lands originally contained in the 1341 acre AgSouth lands).
14. 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 seen from a public or private road or any other lands originally contained in the 1341 acre AgSouth lands

15. Satellite Dishes / Antennas – Satellite dishes twenty-four (24”) inches or less in diameter are permitted, but no satellite dish greater than twenty-four (24”) shall be allowed. No external antennas shall be permitted on any lot (unless required for wifi or cellular reception, and then of such a type as to not be conspicuous from other subdivision properties (lands contained in the 1341 acre AgSouth lands) or any street). No antenna may be visible from any private or public street. In no event shall any antenna be installed or used for the purpose of transmitting electronic signals (other than cellular telephone reception and broadcast).
16. 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.
17. Clotheslines - No garments, laundry, rugs or other articles may be aired or dried on any Lot.
18. Any personal recreational vehicles (such as motorcycles, ATVs or golf carts) shall be used in a controlled and courteous fashion, shall not be driven at speeds in excess of 15 miles per hour and in general, must be operated in a fashion such that they are not a nuisance to the comfort, convenience and peaceful enjoyment of other property owners. All such vehicles shall be housed in a fully enclosed building or in a fashion such that they are not visible from any other subdivision property (lands originally contained in the 1341 acre AgSouth lands) or street.
19. Construction – construction on any lot shall only be permitted during the hours of 7:00 a.m. and 7:00 p.m. Monday through Saturday. Construction shall be prohibited on Sunday.
20. 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.
21. No barbwire or chain link fencing shall be allowed. Fences made of wood or stone may be permitted, of a type typical of an equestrian or estate property, as long as they are done in earth tones and compliment the main residence. Fences shall be no higher than four (4) feet.
22. Playground equipment and/or children’s toys shall be located behind the dwelling.
23. No more than 50% of the property may have trees growth larger than 6” in diameter three (3) feet above surface level removed; with the exception that clear cutting shall be permitted for purposes of construction of a permanent dwelling house to an area not to exceed twenty five (25) feet out (in all directions) from the foundation of the structure, plus any attached decking.
24. No lot shall be used in whole or in part for any illegal activity. No lot shall be used in whole or in part for the 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.
25. All fuel storage tanks (including propane tanks), outdoor pools, utility lines (including electrical, telephone, gas, water and cable television) or any wire or pipe shall be installed and maintained underground. Fuel storage tanks may be installed above-ground if they are not visible to any public or private road or any other lands originally contained in the 1341 acre AgSouth lands.
26. Mail receptacles must be constructed with similar material as used on the exterior of the main residence.
27. All owners of the above-referenced lots shall have 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.
28. 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 an Owner closes his purchase on any lot in the subdivision, the only signs permitted on his 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, paper, cardboard or other materials.

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29. No noxious or offensive activities shall be carried on or upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the Subdivision neighborhood.
30. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.
31. There shall be no discharge of firearms at any time other than for defensive reasons necessary to prevent loss of life or property.
32. No parcel, or its configuration, as originally sold and conveyed shall be thereafter altered in size or configuration, or subdivided, by any parcel owner or his successors and assigns.
33. The following rules shall apply to burning:
 - a. Fuel must be either charcoal, firewood, or pressure regulated LPG. Under no circumstances shall treated, painted, or processed lumber be burned.
 - b. All firepit fires must remain 25 feet away from any structure and all combustible materials.
 - c. All outdoor burning must cease when wind conditions exceed 7 MPH.
 - d. Fires must be attended at all times. Minimum age for the responsible party is 18 years old.
 - e. Fires must be fully extinguished, wet, and cold to the touch when departing the property.

**ROAD EASEMENT, SIGNAGE EASEMENT AND UTILITY EASEMENT AND EASEMENTS
RESERVED AND EROSION CONTROL EASEMENT FOR JAKE'S LANDING**

Declarant reserves for itself, its heirs and assigns an easement over all property in JAKE'S LANDING for installation, repair, maintenance and replacement of utilities and signage (including but not limited to monumental and directional signage) throughout said subdivision.

The easement is granted notwithstanding any error or omission in any individual conveyance to a purchaser of a lot or property, by the Declarant, which might fail to expressly reserve such an easement.

Declarant retains an easement to construct, maintain, inspect, replace, or remove erosion control devices and areas (but in no way shall be required to construct, maintain, inspect, replace, or remove erosion control devices). Activities may include the improvement of waterways, providing of new waterways, removal of vegetation and/or trees, planting vegetation and/or trees, rip-rap / silt fences / barrier installation, and the removal of silt. Said easement includes the right to clear and keep cleared all trees, roots, brush, and other obstacles and the construction, operation, and maintenance of erosion control devices and areas. Also retained is the right to cross said real estate for the purpose of conducting such corrective action on other lots or areas and to move equipment to the required areas. Also included is the right to grow vegetation and provide for the future maintenance of said vegetation. Said easement shall not be a mere license but shall be a right running with the land, and shall adhere to the benefit and burden of the Grantor, Grantee, their heirs and/or assigns.

Additional Easements Reserved Unto Developer Over Submitted Property: The Developer hereby reserves unto himself, his successors and assigns, all necessary licenses, rights, privileges and easements over, upon, under and across all property, including but not limited to, (1) the right to use the said properties 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 any trees, bushes or shrubbery, make any gradings 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, pumping stations and a water system; (4) the right to top or trim trees as necessary to enhance views and to grant easements for tree-topping/trimming privileges; and (5) such other rights as may be reasonably necessary to complete in an orderly and economic manner the development of all present and future phases of JAKE'S LANDING; 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. Developer 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 or serving the Submitted

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Property. Finally, the developer reserves the right to establish and continue to use any sales offices, signs, or parking spaces located on the Submitted 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 such time as such rights are specifically and expressly relinquished by Developer by reference to this provision. This paragraph may not be amended without the consent of the Developer.

DURATION AND AMENDMENT

This declaration and the restrictions contained herein shall run with and bind the submitted property for a period of twenty years from and after the date when this declaration is filed for record with the Clerk of the Superior Court of Gilmer County, after which time this declaration and the restrictions shall be automatically renewed for successive periods of ten years; provided, however, that after the end of the said twenty year period and during any ten year renewal period (but only during such renewal period), this declaration and the restrictions contained herein may be terminated by an instrument executed by 2/3 of the lot owners and recorded in the Office of the Clerk of the Superior Court of Gilmer County, Georgia, or in such other place of recording as may be appropriate at the time of the execution of such instrument.

During the period of ownership of any lot by Declarant, Declarant shall have the sole right to modify, delete, and amend this document as it, in its sole discretion and judgment, deems necessary for the common welfare of owners in JAKE'S LANDING and/or the orderly economic development of the subdivision and/or for clarification or correction of same.

MISCELLANEOUS

1. Severability - A determination by a court that any provision hereof is invalid for any reason shall not affect the validity of any other provision hereof.
2. Constructive Notice - Each owner, by his acceptance of a deed or other conveyance of a lot, acknowledges for himself, his heirs, legal representatives, successors and assigns, that he is bound by the provisions of this declaration, including, but not limited to, the easement provisions for all homeowners provided in this document.
3. Easement references: All easement references shall not be mere licenses, but a right running with the land, and shall benefit and burden the described properties.
4. Binding Effect - This declaration shall be binding upon the undersigned, its heirs, administrators, successors and assigns. Said declaration shall run with the title to the property described in Exhibit "A" and any subsequent property that is added hereto by amendment. Any references to Declarant (a/k/a "Developer") in this document shall be deemed to refer to Declarant, its heirs, successors and assigns.

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

DECLARANT

Flint Mountain Holdings, LLC

(SEAL)

By: William Lee Holt, Jr.
Its: General Manager

Signed, sealed and delivered in the presence of:

Witness

(SEAL)
Notary Public, my commission expires: _____

G. WILLIAM LITTLE, III

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JAKE'S LANDING

ASSESSMENTS/FEES >>> NONE

Mailing address for Declarant: Flint Mountain Holdings, I.J.C
1851 Old Highway 76
Blue Ridge, GA 30513