



NOTICE REGARDING COVENANTS AND/OR RESTRICTIONS

The following Covenants and/or Restrictions are added as a courtesy only and are NOT WARRANTED by the property owner, their broker or agent as to completeness, accuracy, currency, or enforceability. Any interested buyer prospect is urged as part of their due diligence to contact the relevant Community Association or developer to determine for themselves what covenants and/or restrictions currently apply, how long they may remain in force, and if any changes or amendments may be currently under consideration. Additionally, or alternatively, one may wish to consider hiring an attorney to conduct this search for them and provide advice as needed.

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

STATE OF GEORGIA
COUNTY OF FANNIN

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
FOR
BLUE RIDGE MOUNTAIN RETREAT

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made and published this 2nd day of December, 2021 by **APPALACHIAN HOME BUILDERS, INC.**, a Georgia corporation, hereinafter referred to as Developer.

WITNESSETH:

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

All that tract or parcel of land lying and being in the 7th District, 1st Section, Land Lot 188, Fannin County, Georgia, being Lot 1 containing 3.65 acres, more or less, Lot 2 containing 3.10 acres, more or less, Lot 3 containing 2.44 acres, more or less, and Lot 4 containing 2.11 acres, more or less of Blue Ridge Mountain Retreat as shown on plat of survey by Lane Bishop, GRLS No. 1575, dated February 19, 2021 and recorded in Plat Book F278, Pages 1-2, Fannin County Georgia Records, to which reference is hereby made for a more complete and accurate legal description.

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. **LAND USE:** Lots shall be used for single family residential purposes only. Only one residence shall be located 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 constructed in such a manner as to compliment the main dwelling. No lot shall be used for

commercial activity or business of any type - however, this shall not prevent any homeowner from renting the residence built thereon as a residential dwelling for short term or long-term rental periods. No “for rent” signs or related advertisements shall be physically located on any property. There shall also be an exception for home-based businesses involving no retail traffic or storage of inventory or equipment. The Developer is the only one who can subdivide any lots from their original size.

2. **SEWAGE DISPOSAL:** Each lot has been preliminarily approved for subsurface sewage disposal in accordance with the standards of the Health Department of the State of Georgia. Each lot owner shall apply for a permit and final approval for the sewage system from the Fannin County Health Department prior to the initiation of construction.

3. **DWELLING TYPE:** 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. No structure of a temporary character, such as a basement, camper, motor home, tent, garage, barn, or other outbuilding will be used on any lot at any time as a residence either temporarily or permanently. A tent, camper or motor home may be used for recreational purposes on the property prior to completion of a residential dwelling for no more than 48 consecutive hours.

4. **DWELLING SIZE:** No house shall be located on any lot with less than 2300 square feet of finished heated and cooled living areas, exclusive of open porches, unfinished basements, garages, carports and breezeways.

5. **EXTERIOR FINISH:** 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. 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.

6. **CONSTRUCTION:** All building construction within the development 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.

7. **TRAILERS AND COMMERCIAL VEHICLES:** No parking of any travel trailer, commercial truck, camper, or other similar vehicle shall be permitted on any lot for a period in excess of 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 at any time except for use in connection with ongoing construction. The Developer may allow some appropriate campers/travel trailers to be positioned on a lot after the house is complete if it is to be in a suitable storage building to protect other homeowners’ property values.

8. **UTILITY EASEMENTS:** Easements for the installation and maintenance of utilities are hereby reserved whereby power lines and water lines with all essential clearing may be installed along the road and lot lines. All lot owners shall allow extensions of utility lines as such may become necessary for utility services to adjacent lots, provided all grounds are returned to their original condition. All claims for damages, if any, arising out of the construction, maintenance, and repair of utilities or on account of temporary inconveniences caused thereby against the owners of any of their agents is hereby waived by the lot owner. Developer expressly reserves the right and all lot owners shall allow extensions for the Developer to utilize access to power and utility lines on adjoining properties that are contiguous to, but not currently associated with the development, so long as the Developer owns at least one lot in the development.

9. **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 twenty-five (25) feet from the road right-of-way as shown on the Plat.

10. **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".

11. **NUISANCES:** 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 neighborhood. No outdoor light that shines onto another lot causing annoyance to the other lot owner shall be permitted nor shall loud music that carries and causes annoyance to another lot owner be permitted. No offensive, noisy or illegal activity shall be suffered or permitted upon any lot, nor shall any lot be used for any illegal purpose.

12. **LOT MAINTENANCE:** Each lot shall be kept and maintained completely free of any junk, trash or garbage. No inoperative cars, trucks or other types 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. No outside clothes lines shall be permitted.

13. **GARBAGE AND TRASH:** No lot shall be used as a dumping ground for rubbish. Garbage and trash must be properly disposed of 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.

14. **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. Erosion control on each lot shall be the responsibility of the lot owner during any land disturbing activity. 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 ensure each homeowner has an adequate view. Each lot owner may re-top trees to maintain their original view at the time of purchase which shall include the ability to re-top trees located on an adjoining neighbor's property so long as they were originally topped by the Developer.

15. **SATELLITE DISHES:** No satellite dishes shall be placed in the front of any dwelling and must be kept out of sight in the rear of the residence. No external antennas shall be permitted on any lot.

16. **ANIMALS:** 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. Developer may allow other types of animals on pasture land that does not affect other homeowners' property values and are kept up adequately.

17. **OUTDOOR LIGHTING:** All outdoor lighting shall be shaded and directed such that the light there from is directed to fall only on the same premises where the light source originates. No outdoor light that shines onto another lot causing annoyance to the other lot owner shall be permitted.

18. **WATER SERVICE:** Each and every lot owner is hereby granted water rights to the community water system provided by Developer and to be maintained by a water service provider (the "Provider"). 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. There shall be a \$2,500 tap fee due to the Developer for connection to the water system. Upon connection to the water system, each lot owner shall pay a water fee to Provider for maintaining and providing water to the lot owner for normal household use.

Provider shall have the right to terminate service to any lot owner that either negligently impairs the water system or fails to pay the service fees. Prior to termination of such service by Provider, Provider shall provide the lot owner with thirty (30) days written notification of the termination of service. Should a lot owner's actions jeopardize the quality of water or the integrity of the water system, that lot owner's service shall be immediately terminated by Provider until such time as the impact to service is remedied by the lot owner.

In the event the Provider should fail to provide adequate/standard pressure and/or quality of water, full ownership of the water system shall revert to the property owners for the purpose of administering the water system upon thirty days written notice to Provider. Likewise, Provider may transfer all rights and privileges to the water system to the lot owners or a property owners' association upon thirty (30) days written notice to any full-time lot owner or the Association, if formed.

20. **ROADS:** A right-of-way easement forty (40) feet in width is hereby granted and reserved over road which runs through the subdivision as shown on the Plat for the purpose of ingress and egress for the owners of all lots. Upon the purchase of any lot directly from the Developer, a one-time road impact fee shall be due to the Developer in the amount of \$1000.00. Developer shall maintain the roads until all lots have been conveyed or until such time as a property owners association is formed, whichever should first occur. Each lot owner shall pay the sum of \$450.00 per year for road maintenance of the subdivision roads. Said sum shall be prorated in the year of closing and shall be due and payable on or before January 1st of each year thereafter.

21. **PROPERTY OWNERS' ASSOCIATION:** Except for the Developer, each and every lot owner subject to this Declaration shall automatically, and by reason of such ownership, become a member of the Blue Ridge Mountain Retreat Property Owners Association to be formed and shall be subject to its valid rules and regulations. Said association may or may not be organized as a corporate entity, however, all roads and common areas shall be turned over to the Blue Ridge Mountain Retreat Property Owners Association for maintenance after half of the lots have been sold. Said association shall have the right to increase or decrease the maintenance fees upon a majority vote of all lot owners, and each lot owners shall have one vote per lot in all transactions and business of the association. The association shall also have the authority to make assessments and to place a lien against any lot owner who fails to pay an assessment when due. Any notice of lien shall be filed in the office of the Clerk of Superior Court of Fannin County, Georgia.

22. **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 all of the then recorded owners and recorded in the Fannin County deed records.

These Covenants may be amended by Developer at any time, so long as Developer owns at least one lot. Upon the sale by Developer of its last lot, these Covenants may only be amended by written consent of 75% of the lot owners, or if an Association has been formed, then by an affirmative vote of at least 75% of a quorum present at any duly held meeting.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate said covenants either to restraining violation or to recover damages.

Each covenant contained herein is severable and distinct from each other and in its application to all or any portion of the premises, and the invalidity or unenforceability of any covenant contained herein as to any portion of the premises shall not affect the invalidity or unenforceability of any of the other covenants contained herein. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

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

Signed, sealed and delivered
In the presence of:

APPALACHIAN HOME BUILDERS, INC.

Witness

By: _____
Michael P. Murphy, President

By: _____
Timothy S. McFarland, Secretary

Notary Public
My commission expires: _____

[CORPORATE SEAL]