



## 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: 5/20/2021  
TIME: 3:54 PM  
DEED BOOK: 02383  
PAGE: 00061 - 00074  
RECORDING FEES: \$25.00  
PARTICIPANT ID: 9734359602  
CLERK: Amy Johnson  
Gilmer County, GA  
NOTE: LD

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**Return recorded document to:**

Wilson Hamilton LLC  
316 Summit Street  
Blue Ridge, GA 30513  
File No. *M21-025*

STATE OF GEORGIA  
COUNTY OF GILMER

Cross Reference:  
Deed Book 244, Page 527

**Replacement & Restatement of  
Declaration of Covenants, Conditions & Restrictions For  
Mountaintown One**

WHEREAS, the undersigned, hereinafter ("The Owners"), being all the lot owners of Mountaintown One desire to replace and restate the covenants for Mountaintown One in their entirety, as previously set forth in Deed Book 244, Page 527, Gilmer County Georgia Records;

WHEREAS, the previous covenants dated July 16, 1989 as set forth in Deed Book 244, Page 527, Gilmer County Georgia Records have since expired in accordance with Georgia Code Section 44-5-60;

NOW THEREFORE, The Owners hereby replace and restate the covenants for Mountaintown One as follows:

This Declaration of Covenants, Conditions & Restrictions for Mountaintown One is made this *20* day of *May*, 2021, by The Owners of Mountaintown One, being all the lot owners of Mountaintown One, hereafter referred to individually and/or collectively as "The Owners".

WITNESSETH:

WHEREAS, The Owners are the fee simple owners 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:

All that tract or parcel of land lying and being in the 11th District, 2nd Section, Land Lots 69, 75 & 76 of Gilmer County, Georgia, being further described as Lots 1-16 of MOUNTAINTOWN ONE, as shown on that plat of survey prepared by Burns L. Jeffries, G.R.L.S. # 2036, dated July 12, 1989, recorded in Plat Book 18, Pages 28-29, Gilmer County Deed records. Said plat of survey is incorporated herein by reference thereto for a more complete and accurate metes and bounds description of the above-described property.

AS FURTHER MODIFIED AND RE-SUBDIVIDED in Plat Book 18, Page 190; Plat Book 29, Page 113; Plat Book 40, Page 99; Plat Book 41, Page 11; Plat Book 42, Page 18; Plat Book 43, Page 177A, Gilmer County Deeds records.

WHEREAS, The Owners desire to enhance the value and provide for the uniform development of the Subdivision;

NOW, THEREFORE, the Owners hereby declare 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 Conditions & Restrictions for Mountaintown One

1. The lots shall be used for residential purposes only. Short term rentals and long term rentals shall be permitted and shall not be construed as a commercial purpose.
2. No dwelling shall consist of less than 650 square feet of finished, heated living space, exclusive of porches, carports, garages, patios, etc. Each dwelling shall be built upon a permanent foundation. Construction of the exterior of a dwelling shall be completed within twelve (12) months from the commencement of construction. All homes must be landscaped within one (1) month after completion of exterior construction.
3. No mobile homes, prefabricated homes, modular homes, trailers, or like structures shall be permitted on any lot. Recreational vehicles are permitted on a temporary basis and shall be promptly removed upon notice of a complaint by Mountaintown One Property Owner Association, Inc., a non-profit Georgia corporation or another owner. All-terrain vehicles (ATVs) and utility vehicles are permitted and must be operated responsibly by the owner.
4. All septic systems or other waste disposal systems shall be approved by the local health officer. Any disposal of waste or sewage shall be done in compliance with state and local health regulations. No outside toilets shall be permitted on any lot, nor shall any waste or effluent be permitted to enter any stream.
5. The location of any well or septic tank shall be first approved by the Gilmer County Health Department prior to the construction or installation of same.
6. Each structure shall be placed at least thirty-five (35) feet from the front lot line, and at least twenty-five (25) feet from the rear and side lines: provided, however, that a set-back designation appearing on a recorded final plat shall take precedence over this provision.
7. 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 provided that they are not kept, bred, or maintained for any commercial purposes. Such household pets must not constitute a nuisance or cause unsanitary conditions. Any animals must be under the control of the owner at all times.
8. The Mountaintown One Property Owner Association, Inc., a non-profit Georgia corporation for itself, its successors and assigns reserve a non-exclusive easement for the installation and maintenance of all utilities and drains along a strip of land fifteen (15) feet in width contiguous to all lot boundary lines and subdivision boundaries, and as may be shown on any recorded final plats of the property herein. A non-exclusive easement is also reserved along roads appearing on the final recorded plate of the subdivision for purpose of ingress and egress to such utility easements.
9. No noxious or offensive activity shall be permitted on any lot, nor shall there be permitted any activity which shall be or become a nuisance to other lot owners.
10. No garbage, trash, debris or waste construction materials shall be left or maintained on any lot. No exposed, unpainted, or unfinished concrete blocks shall be permitted on any lot. and all clothes lines shall be concealed

from any road. No junk or abandoned cars, boats, trailers, campers or trucks shall be left or maintained on any lot. Houses and yards shall be maintained in a clean and attractive manner.

11. By acceptance of a deed-to a lot in the subdivision or by entering into a contract for the purchase of a lot in the subdivision each owner shall become a member of the Mountaintown One Property Owner Association, Inc., a non-profit Georgia corporation, and covenants and agrees to pay to the Association annual membership dues on a per-lot basis) and such special assessments as may hereafter be charged by the Association in accordance with its charter and bylaws. The annual membership due shall be used by the Association for maintaining roads, (including any and all driveway or access easements shown on any final plat of the property recorded by the declarant herein) and for other purposes consistent with the best interests of the subdivision and the owners therein. The assessment may be raised by a vote of the Board of Directors if expenditures so require. All such assessments, together with charges, interest, costs and reasonable attorney's fees, in, the maximum amount permitted by law, shall be a lien upon the lot against which each assessment is made. Such amount shall also be the personal obligation of the person who was the owner of the lot at the time when the assessment fell due. Each owner shall be jointly and severally liable for his or her portion of each assessment coming due during the period of such owner's ownership. Any assessments not paid when due shall be delinquent. Any assessment delinquent for more than ten (10) days shall incur a late charge of 10% of the amount due. Said amount together with the late charge shall accrue interest at the maximum allowable rate. If the assessment is not paid within thirty' (30) days, a lien in the amount of the amount due, together with late charges, applicable interest, and all costs of collection, including attorney's fees shall attach to the lot. The Association may institute suit at any time to collect such unpaid amounts or to foreclose such lien.
12. The lots appearing on the final recorded plats of the subdivision may be further subdivided, provided that no lot shall contain fewer than two (2) acres. Upon any re-subdivisions, each of the re-subdivided lots shall become liable for assessment by the Association in the amount applicable in the amount applicable to other lots in the subdivision.
13. The Association may grant variances from the operation of these covenants, conditions and restrictions in cases where strict enforcement would work an unnecessary hardship on the owner. The variances must be brought in writing to the Association's committee for approval of the variance.
14. Wells shall not be located to interfere with the installation of septic system lines on adjoining lots.
15. The Association reserves the right to approve, prior, to construction, all plans pertaining to improvements upon the lots in the subdivision. The Association by and through its Architectural Review Board, (hereinafter "ARB"), shall have discretion only to determine compliance with the express provisions hereof, and to assure that the exterior of any structure facing a road shall be professionally done and in harmony with the aesthetic qualities of the subdivision. Nothing in the paragraph shall limit the scope of authority granted to the Mountaintown One Property Owner Association, Inc. or ARB under Paragraph 3 herein.
16. No shed, tool storage areas, workshop, or other outbuilding shall be placed upon the property unless such structure is concealed from the road by hedges, lattice work or other form of attractively maintained screening.
17. No hardwood trees of a size greater than six (6) inches shall be removed from the property without the written consent of the Association, except in connection with the reasonable requirements of construction or where such trees are dead or damaged.
18. An invalidation of one or more of these covenants shall in no way affect any of the remaining provisions herein, which shall thereafter remain in full force and effect.
19. THIS DECLARATION may be amended at any time by a majority of votes in the Association.

20. For any violation or breach of any of these covenants, conditions and restrictions., Mountaintown One Property Owner Association, Inc. or any owner of a lot shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. In addition, the Association or its agents shall have the right to enter upon the premises of any owner to remove any trash, junk or other articles or materials existing upon the lot in violation of the provisions herein, upon twenty-one (21) days written notice to the owner. The cost of such removal by the Association shall be borne by the owner of such lot and shall be collected in the same manner as assessments. The failure to promptly enforce any of the provisions herein shall not be a barrier to later enforcement.
21. THIS DECLARATION shall bind the above-described property and all owners thereof. These covenants, conditions, and restrictions shall be construed as covenants running with the land for the mutual benefit of all lot owners in the subdivision and shall have such force and effect as allowed by the laws of Georgia and Gilmer County.

### DURATION AND AMENDMENT

22. 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.

IN WITNESS WHEREOF, The Owners have hereunto set their hand and seal as of the day and year first above written.

OWNER OF LOTS: 1, 2, 3, 4A

\_\_\_\_\_  
Chad M. Martin

\_\_\_\_\_  
Kelli Jo Martin

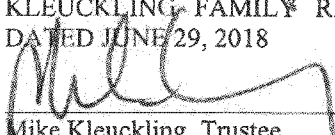
\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_


OWNER OF LOTS: 4B & 5

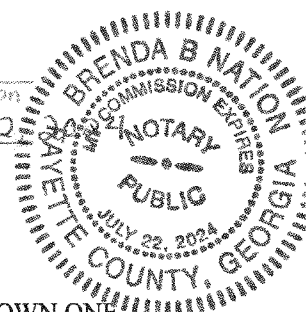
MICHAEL L. KLEUCKLING AND KRISTINA M. KLEUCKLING, AS TRUSTEES OF THE KLEUCKLING FAMILY REVOCABLE TRUST, DATED JUNE 29, 2018

  
\_\_\_\_\_  
Mike Kleuckling, Trustee

  
\_\_\_\_\_  
Tina Kleuckling, Trustee

  
\_\_\_\_\_  
Unofficial Witness

  
\_\_\_\_\_  
Notary Public Brenda B. Nation  
My commission expires: July 22



20. For any violation or breach of any of these covenants, conditions and restrictions., Mountaintown One Property Owner Association, Inc. or any owner of a lot shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. In addition, the Association or its agents shall have the right to enter upon the premises of any owner to remove any trash, junk or other articles or materials existing upon the lot in violation of the provisions herein, upon twenty-one (21) days written notice to the owner. The cost of such removal by the Association shall be borne by the owner of such lot and shall be collected in the same manner as assessments. The failure to promptly enforce any of the provisions herein shall not be a barrier to later enforcement.
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IN WITNESS WHEREOF, The Owners have hereunto set their hand and seal as of the day and year first above written.

OWNER OF LOTS: 1, 2, 3, 4A

  
\_\_\_\_\_  
Chad M. Martin

  
\_\_\_\_\_  
Kelli Jo Martin

  
\_\_\_\_\_  
Unofficial Witness

  
\_\_\_\_\_  
Notary Public Brenda B. Nation  
My commission expires: July 22, 2024

OWNER OF LOTS: 4B & 5

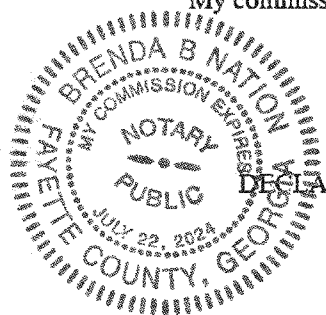
MICHAEL L. KLEUCKLING AND KRISTINA M. KLEUCKLING, AS TRUSTEES OF THE KLEUCKLING FAMILY REVOCABLE TRUST, DATED JUNE 29, 2018

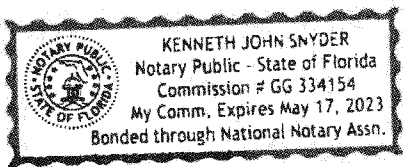
\_\_\_\_\_  
Mike Kleuckling, Trustee

\_\_\_\_\_  
Tina Kleuckling, Trustee

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_







**OWNER OF LOT: 6A**

MECHANIC STREET INVESTMENT, LLC,  
A FLORIDA LIMITED LIABILITY COMPANY

By:   
Tom Bean, Member

  
Unofficial Witness  
  
Notary Public  
My commission expires: 5-17-23

**OWNER OF LOT: 7A**

Robert D. Crumbley

Marilyn T. Crumbley

Unofficial Witness

Notary Public  
My commission expires: \_\_\_\_\_

**OWNER OF LOT: 6B**

Danal Slay

Barbara Slay

Unofficial Witness

Notary Public  
My commission expires: \_\_\_\_\_

**OWNER OF LOT: 7B**

Kathleen N. Chastney

Melanie Nellis Buckmaster

Unofficial Witness

Notary Public  
My commission expires: \_\_\_\_\_

**OWNER OF LOT: 6A**

MECHANIC STREET INVESTMENT, LLC,  
A FLORIDA LIMITED LIABILITY COMPANY

By: \_\_\_\_\_  
Tom Bean, Member

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**OWNER OF LOT: 6B**

\_\_\_\_\_  
Danal Slay

\_\_\_\_\_  
Barbara Slay

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**OWNER OF LOT: 7A**

*Robert D. Crumbley*  
\_\_\_\_\_  
Robert D. Crumbley

*Marilyn T. Crumbley*  
\_\_\_\_\_  
Marilyn T. Crumbley

*Lynne Martin*  
\_\_\_\_\_  
Unofficial Witness

*Misty H. Whitlock*  
\_\_\_\_\_  
Notary Public  
My commission expires: 12/17/2023

**OWNER OF LOT: 7B**

\_\_\_\_\_  
Kathleen N. Chastney

\_\_\_\_\_  
Melanie Nellis Buckmaster

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_





**OWNER OF LOT: 6A**

MECHANIC STREET INVESTMENT, LLC,  
A FLORIDA LIMITED LIABILITY COMPANY

By: \_\_\_\_\_  
Tom Bean, Member

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**OWNER OF LOT: 7A**

\_\_\_\_\_  
Robert D. Crumbley

\_\_\_\_\_  
Marilyn T. Crumbley

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

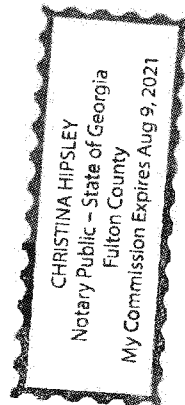
**OWNER OF LOT: 6B**

*Danal Slay*  
\_\_\_\_\_  
Danal Slay

*Barbara Slay*  
\_\_\_\_\_  
Barbara Slay

\_\_\_\_\_  
Unofficial Witness

*Christina Hipsley*  
\_\_\_\_\_  
Notary Public  
My commission expires: *August 9, 2021*



**OWNER OF LOT: 7B**

\_\_\_\_\_  
Kathleen N. Chastney

\_\_\_\_\_  
Melanie Nellis Buckmaster

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**OWNER OF LOT: 6A**

MECHANIC STREET INVESTMENT, LLC,  
A FLORIDA LIMITED LIABILITY COMPANY

By: \_\_\_\_\_  
Tom Bean, Member

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**OWNER OF LOT: 7A**

\_\_\_\_\_  
Robert D. Crumbley

\_\_\_\_\_  
Marilyn T. Crumbley

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**OWNER OF LOT: 6B**

\_\_\_\_\_  
Danal Slay

\_\_\_\_\_  
Barbara Slay

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**OWNER OF LOT: 7B**

\_\_\_\_\_  
*Kathleen N. Chastney*  
Kathleen N. Chastney

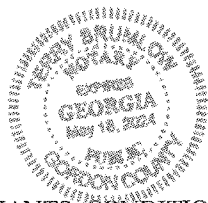
\_\_\_\_\_  
*Melanie Nellis Buckmaster*  
Melanie Nellis Buckmaster

\_\_\_\_\_  
*S. Patel*  
Unofficial Witness

\_\_\_\_\_  
*Shakob...*  
Notary Public  
My commission expires: 8/26/2022

\_\_\_\_\_  
*Jerry...*  
Unofficial Witness as to Kathleen N. Chastney

\_\_\_\_\_  
Notary Public as to Kathleen N. Chastney  
My Commission Expires: 5/18/2024



OWNER OF LOT: 8

Henry V. Bruce  
Henry V. Bruce

OWNER OF LOT: 9

\_\_\_\_\_  
Jack Brady

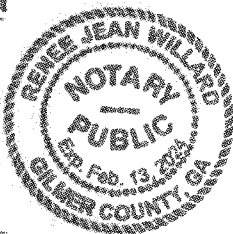
\_\_\_\_\_  
Ana Brady

Annabelle Beaman  
Unofficial Witness

\_\_\_\_\_  
Unofficial Witness

Renee J. Weiland  
Notary Public  
My commission expires: 2-13-24

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_



OWNER OF LOT: 13

\_\_\_\_\_  
James H. Hyde

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**OWNER OF LOT: 8**

Henry V. Bruce

Unofficial Witness

Notary Public  
My commission expires:

**OWNER OF LOT: 9**

Jack Brady

Ana Brady

Unofficial Witness

Notary Public  
My commission expires:

**OWNER OF LOT: 13**

James H. Hyde

Unofficial Witness

Notary Public  
My commission expires: Oct 14, 2022



**OWNER OF LOT: 8**

\_\_\_\_\_  
Henry V. Bruce

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**OWNER OF LOT: 13**

\_\_\_\_\_  
James H. Hyde

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**OWNER OF LOT: 9**

*Jack Brady*  
\_\_\_\_\_  
Jack Brady

*Ana Brady*  
\_\_\_\_\_  
Ana Brady

*Henry V. Bruce*  
\_\_\_\_\_  
Unofficial Witness

*Renee J. Willard*  
\_\_\_\_\_  
Notary Public  
My commission expires: 2-13-24



**OWNER OF LOTS: Tract A, B, C, D, E, 14 & 15**

THE TWO FEATHERS PRESERVE AND TRUST  
DATED NOVEMBER 21, 2015.

*Carole F. Pattillo*

Carole F. Pattillo, Individually and  
as Trustee

*Henry v. Bine*

Unofficial Witness

*Renée Jean Willard*

Notary Public

My commission expires: 2-13-24

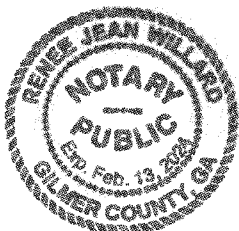
**OWNER OF LOTS: 16A, 16B, 16C & 16D**

\_\_\_\_\_  
Todd C. Withrow

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



**OWNER OF LOTS: Tract A, B, C, D, E, 14 & 15**

THE TWO FEATHERS PRESERVE AND TRUST  
DATED NOVEMBER 21, 2015.


\_\_\_\_\_  
Carole F. Pattillo, Individually and  
as Trustee


\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**OWNER OF LOTS: 16A, 16B, 16C & 16D**

  
\_\_\_\_\_  
Todd C. Withrow

  
\_\_\_\_\_  
Unofficial Witness

  
\_\_\_\_\_  
Notary Public  
My commission expires: 5/4/24

