



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.

NOTTELY HIGHLANDS

State of Georgia
County of Union

AMENDED & RESTATED
DECLARATION OF RESTRICTIONS, LIMITATIONS AND COVENANTS
RUNNING WITH THE LAND

This Amended & Restated Declaration of Restrictions, Limitations and Covenants Running with the Land is made this 30 day of April, 2021 by the requisite number of individual lot owners within Nottely Highlands Subdivision

Whereas, the holders of the legal title to the subdivision commonly known as Nottely Highlands, said tract or parcel of land lying and being in the 9th District, 1st Section, Land Lot 181, 182 of Union County, Georgia, containing 82.13 acres, more or less, being lots 1-62 (inclusive), as shown on a Plat of survey by Rochester and Associates, dated July 25, 2001 and recorded in Union County records in Plat Book 49, Pages 136-137. Said plat is incorporated herein by reference hereto for a full and complete description of the above-described property (hereinafter "Subdivision");

Whereas, the original developer subjected lots 1-62 of the Subdivision to that certain Declaration of Restrictions, Limitations and Covenants Running with the Land as set forth in Deed Book 384, Pages 281-284 in the Office of the Clerk of Superior Court, Union County, Georgia ("Restrictions");

Whereas, The *Declaration of Restrictions, Limitations and Covenants Running with the Land* was amended, restated and filed for record at 11:50AM September 17, 2018 and Recorded in Book 1124, Page 82-122 in the Office of the Clerk of Superior Court, Union County, Georgia.

Whereas, pursuant to Paragraph 19 of said Restrictions, the document may be amended by affirmative written agreement of at least three-quarter (3/4ths) of the total number of lots;

WHEREAS, by the Association's signature hereto, the Association hereby certifies the written approval of at least seventy-five percent (75%) of the Premier Lots with regard to this Amended and Restated Declaration of Restrictions, Limitations and Covenants Running with the Land, said written approval being filed in the Association's corporate records.

Now Therefore, by the signature hereto of at least three-quarter (3/4ths) of the lot owners in the Subdivision, the Restrictions are hereby amended and restated in their entirety and all real property described in the Restrictions shall be held, transferred, sold and conveyed subject to this Amended & Restated Declaration of Restrictions, Limitations and Covenants Running with the Land as hereafter set forth.

The purpose of the following restrictions and covenants is to ensure the use of said realty by the owners, to prevent the impairment of the attractiveness of said realty, and to maintain the desired character of the community, and thereby to secure to each present or future owner the full benefit and enjoyment of their property. The reservations and restrictive covenants are to run with the land and shall be binding upon all parties and persons owning lots in Nottely Highlands.

If the owners of such lots or any of their heirs, successors or assigns, shall violate any of the covenants hereinafter set out, it shall be lawful for any other person owning real property situated in said subdivision to bring to court any proceeding at law or in equity against the person or persons violating any of such covenants and either to prevent him from doing so or to recover damages for such violations, or both.

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 validity or enforceability of any of the other covenants contained herein. Invalidation of any one of these covenants by judgment or court shall in no wise affect any of the other provisions, which shall remain in full force and effect.

These covenants and amendments thereto, shall apply to and govern the realty and its present or future parcels, common roads and common area and the use thereof. All covenants herein stated and any amendments or additions thereto, shall run with and shall be binding upon all persons or entities claiming under them.

1. LAND USE. No lot after being conveyed by the developer may be subdivided. All lots are for single family residential purposes only. Short term rental (commonly referred to as a vacation rental, including but not limited to, Airbnb or Vrbo) defined as the leasing/rental of a single-family residence on a short-term basis (less than 30 days) is strictly prohibited. Only one such residence shall be erected on any one lot, provided however that the owner of any lot may erect a garage for use in connection with such a residence, provided that it is constructed of the same type materials as the residence. In addition, one (1) utility shed per residence will be allowed, provided that it is constructed in a manner to resemble the residence both in design and in exterior appearance. Utility sheds must be located in the rear yard or in the side yard to the rear of a line established by the front building line adjacent to the side yard where the shed is to be located. Utility sheds must be located where it will have minimum visual impact on adjacent properties and subdivision roads. No lot dwelling or structure shall be used for commercial activity or business with the exception of a private home office.

2. **SETBACKS.** All setbacks are shown on recorded plat of Nottely Highlands Subdivision and are to be construed to be part of the Restrictions and Covenants, said plat and setbacks are Incorporated herein by reference as if fully set forth.

3. **CONSTRUCTION.** When house construction begins, work must be pursued diligently and must be completed with the issuance of a valid Certificate of Occupancy within twelve (12) months from start thereof. Outside landscaping must be completed within one (1) calendar year from the date of issuance of the Certificate of Occupancy. All homeowners shall be held 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, a homeowner shall be responsible for any damage to roads and other property. Builder/owner must ensure that the construction site is kept clean and free of debris and waste materials, and that stockpiles of unused materials are kept in neat and orderly fashion. No debris or waste materials shall at any time be buried upon any lot within the Nottely Highlands subdivision.

4. **HOUSE SIZE.** All houses shall be constructed with no less than fifteen hundred (1500) square feet of heated space on one floor, or eighteen hundred (1800) square feet on two floors, with at least 1200 sq. on main floor, exclusive of any carport, shed, outbuilding, garage, basement, deck, patio or porches.

5. **BUILDING MATERIALS.** Primary residential building materials for home construction shall be brick, vinyl, stucco, cement fiber material such as Hardy Plank or exterior wood materials. Cedar shake is permissible as an accent feature. No concrete block construction (with the exception of foundations), log homes, metal buildings, mobile homes, double wide mobile homes, manufactured homes, prefabricated homes, or relocated homes will be allowed. Exposed concrete rock or poured concrete foundations and site retaining walls must be covered with stone, brick, siding, stucco or painted to complement the exterior of house.

6. **ROOFING.** Primary residential roofing materials must be cedar shakes or shingles, fiberglass or asphalt shingles in colors and textures which complement the balance of the other colors and materials used unless approved otherwise. Primary colors for siding, stucco, trim, and exterior of house must be confined to lighter earth tones and white, which are compatible with the natural environment. Architectural metal and baked on enamel shall be allowed. All primary roofs shall be constructed in accordance with the prevailing building codes.

7. DRAINAGE. No drainage ditches, cuts, swales, streams, impoundments, ponds or lakes, no mounds, knobs, dams, or hills and no other physical improvements or elements of the landscape or terrain which control or determine the location or flow of surface water and drainage patterns may be created, destroyed, altered or modified, whether on private property or common area. Special attention shall be given to proper site surface drainage so that surface waters will not interfere with surrounding home sites and natural drainage flows. Paved areas shall be designed to allow surface water to drain naturally and not to allow water to collect or stand. All driveways must be asphalt or concrete and completed prior to the issuance of a Certificate of Occupancy.
8. VISUAL EFFECTS. Only wood, vinyl, wrought iron or aluminum fences will be allowed in front and side of residence. In the rear, only wood, vinyl, wrought iron, aluminum or chain link fences will be allowed. No farm type wire fences will be allowed with the exception of existing fence. Compressors for central air conditioning units must be located where it will have a minimum visual impact.
9. UTILITIES. All electrical and other utility lines shall be placed underground and all water supply and sewage disposal facilities shall comply with the applicable government codes. Where possible, Satellite dishes shall be placed out of sight of subdivision roads.
10. TREES AND SHRUBS. No more than fifty percent (50%) of existing trees over five (5) inches in diameter shall be removed from the property. Any home site, which has been altered from its natural state, shall be landscaped. All shrubs, trees, grass and plantings of every kind shall be kept maintained, properly cultivated and free of trash and other unsightly materials. Landscaping shall be installed no later than one calendar year following the issuance of the certificate of occupancy.
11. EASEMENTS. Developer, for the benefit of developer and developer's successors and assigns, reserves the absolute exclusive, continuing and non-exclusive right and easement to construct, erect, place, repair, maintain and replace from time to time along any present or future constructed common roadway, any utility lines, pipes, conduits, devices, implements or related components, fixtures, apparatuses and assemblages that are reasonable, appropriate and useful in furnishing and satisfying the residential utility uses and needs of the subject realty and its parcels, including but not limited to the following utility purposes and services: electricity, water, sewer, telephone, cable, and other reasonable and ordinary utility right purposes and uses. This reservation did include the right of developer to grant and convey reasonably necessary and appropriate licenses, permits and easements to other third persons or entities in order to accomplish the intents and purposes of this provision.

12. **VEHICLES.** No motorcycles or other vehicles with external engines shall be permitted to ride along the streets of said subdivision except for the entry and exit from the area. All such vehicles shall be properly muffled so as not to disturb the neighborhood. The parking of buses or trucks, rated higher than one ton, will not be permitted. Recreational vehicles ("RV") to include motor homes, travel trailers boats, boat trailers and utility trailers shall be permitted provided that they are affixed with a current registration and they are in fully operational condition. Any RV shall be parked to the rear of a line established by the front building line adjacent to the side yard and screened from view utilizing screening materials such as natural vegetation or privacy fencing. The temporary parking of RV by guests of the homeowners shall be restricted to a time period no greater than 72 hours. No RV shall be used as a residence by homeowners, guests, or tenants for longer than 72 hours.
13. **APPEARANCE.** No lot shall be used in whole or in part for any illegal activity nor for the storage of any property or thing that will cause any lot to appear in any unclean or untidy condition or that will be obnoxious to the eye, nor shall any substance be kept upon any lot that will emit foul or noxious odors. No lot owner or lot occupant shall conduct any activity that will disturb the peace, comfort or serenity of the occupants of surrounding properties. Neither wrecked, disabled or untagged motor vehicle(s), recreational vehicle(s), junk, nor inoperable household appliance shall be kept or stored upon any property within Nottely Highlands subdivision.
14. **SIGNAGE.** No signs of any type shall be displayed to public view on any portion of said property except one sign of not more than 24 inches by 24 inches advertising property for sale or a temporary builder's sign, or such permits as required by law. All said signs shall be professionally lettered and neatly installed. Nothing in this provision shall prohibit the placement of political endorsement signs no larger than 24 inches by 24 inches designed for residential uses providing that said sign(s) shall be removed within 48 hours following the election.
15. **ACCESS.** No Nottely Highlands lot shall be accessed other than by the roads inside the subdivision. No road shall be built across any lot in Nottely Highlands Subdivision to access any adjoining property that is not a designated lot within Nottely Highlands Subdivision.
16. **ANIMALS.** No animals, birds, or fowl shall be kept or maintained on any part of the property except ordinary household pets (e.g. dogs, cats and pet birds) which may be kept thereon in reasonable number as pets for the pleasure and use of the occupants. No animal shall be kept on any lot for breeding purposes, kennel purposes, or any other commercial purpose.

17. LOT UPKEEP. All lots, whether vacant or occupied, shall be properly maintained, mowed, and free of vermin/rodent infestation. Should it become necessary for the health and welfare of adjacent property owners to intercede and maintain neglected properties, all costs associated with said maintenance along with all reasonable legal fees required to enforce this provision shall be paid by said neglectful property owner.
18. ROADS. All roads within the Nottely Highlands subdivision with the exception of Skye Drive shall be maintained by Union County.
19. RESTRICTIONS TIME PERIOD. The covenants, restrictions, easements, reservations, terms and conditions contained in this Amended & Restated Declaration of Restrictions, Limitations and Covenants Running with the Land, shall run with the land and shall be binding upon all lot owners and all persons claiming under them for a period of twenty (20) years from the date of execution of this Amended & Restated Declaration of Restrictions, Limitations and Covenants Running with the Land; at which time said Declaration shall be extended for two (2) successive periods of 10 years each unless terminated by the written agreement of the owners of at least seventy-five percent of the total number of lots provided, these covenants may be amended at any time by the written agreement of the owners of at least seventy-five percent of the total number of lots. All such amendment(s) shall apply equally to all lots within the subdivision.

In witness whereof, the owners hereby set its hand and affixes its seal, authorizing the filing of this AMENDED and RESTATED DECLARATION OF RESTRICTIONS, LIMITATIONS AND COVENANTS RUNNING WITH THE LAND, this ____ day of _____, 2021.

OWNER(s) / LOT #(s):

Brian and Barbara Foley	#1
H. William and Barbara Doering	#2
Terrence and Sandra Entwistle	#3 & 5
Adam and Gail Tipton	#7
Deborah Honnen	#8
Ben and Jenny King	#10
Larry and Larrine Ayers	#11
Curtis and Lindy Jones	#14
John and Judith Daniel	#17 & 18
Chris and Joanna Kirkpatrick	#19 & 20
Larry and Bernadine Smith	#21 & 20A

Mona Williams	#22
John and Lori Roesch	#23
Chris Adams	#24
Richard and Joy Knee	#26
Michael and Kathy Merritt	#27
James and Sharon Knight	#28
Thomas Benoit	#29
Danny and Ruth Braddy	#30
Evgeny Dvornitsyn	#32
Seth and Kim Martin	#34
Carmel Mcilreavy	#35
Michael and Shelley Lomastro	#37
Les and Ellie Thomas	#38
Steve and Lourdes Herbst	#39 & 40
Nedsky Sosa & Jessica ZePeda	#41
Keith Green	#42, 43 & 48
Barbara J. Stuart	#44
Milton and Katherine Seagrave	#47
Chris and Kimberly Tanner	#50
J Michael and Denise Hunter	#51 & 53
William and Dolly Foster	#54 & 62
Edward and Debbie Werder	#55 & 56
Clyde and Ellen Woolsey	#57
Ray and Kathryn Berry	#58 & 59
Rick and Nancy Dicks	#60 & 61