



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.

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Fee Amt: \$50.00 Page 1 of 8
Fannin Co. Clerk of Superior Court
DANA DRAGSTAD Clerk of Courts
#850 #616-621

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
RIDGELINE VISTAS SUBDIVISION

THIS DECLARATION is made this 26th day of JUNE, 2008 by
RIDGELINE VISTAS, LLC hereinafter referred to as "Declarant." Declarant is the owner and
developer of a residential development consisting of two parcels described in Deed Book 705
Page 723, in the Office of the Clerk of the Superior Court, Fannin County, Georgia and Deed
Book 709 Page 230, in the Office of the Clerk of the Superior Court, Fannin County, Georgia
and more particularly described on plat of survey recorded in Plat Cabinet D-298, Page 4 and D-
214 Page 2 in the Office of the Clerk of the Superior Court, Fannin County, Georgia located in
Land Lots 46, 47, 62 and 63, Fannin County, Georgia and known as RIDGELINE VISTAS
SUBDIVISION, all of which are incorporated herein by reference for further description.
3TH DISTRICT 1ST SECTION PLAT NUMBER E 131 PAGE 16
WITNESSETH.

WHEREAS, Developer is the fee simple owner of all that tract or parcel of land
described above lying and being in Fannin County, Georgia, being more particularly described
below as well as any additional property added hereto by annexation and/or amendment. The
Developer reserves the sole and exclusive right to add additional properties to this development
which properties may be designated as an additional phase of the named development or may
bear a different name, but to which a reference at the time of formation, is made to this
Declaration, and

WHEREAS, it is to the interest, benefit and advantage of the Declarants herein and to
each and every person who shall hereafter purchase any lot, tract or parcel of land in said
development that certain protective covenants governing and regulating the use and occupancy
of same be established, set forth and declared to be 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 RIDGELINE VISTAS, LLC, the Declarant, and each and every subsequent owner of
any of the lots in said development, said Declarant does hereby set up, establish, promulgate and
declare the following protective covenants to apply to all of said lots and to all persons owning
said lots, or any of them, hereafter, these protective covenants shall become effective
immediately and run with the land and shall be binding on all persons claiming under and
through the Declarant, to wit:

- 1 LAND USE AND BUILDING TYPE: No lot will be used for any other purpose than for
single family residential use. No building will be erected, altered, placed or permitted on any lot
other than one (1) detached family dwelling. A garage or similar out-building conforming to the
look of the primary building shall be permitted. No duplexes, condominium or multi-unit
building shall be located on any of said lots. No building shall be erected on any lot that will be
used as a school, church, kindergarten or commercial business of any type. Working from home
is permitted provided that the work does not involve seeing clients, retail sales of any type to the
public or the collection of numerous vehicles or visitors in the course of conducting the home
business.
- 2 TEMPORARY STRUCTURES: No structure of a temporary character, such as the basement
of a proposed future residence, trailer, lean-to, shack, garage, barn or other out-building will be
used on a lot at any time as a residence, either temporarily or permanently. The exception to this
restriction shall be the use of an RV as a temporary residence during the construction of the
residence, said use not to exceed one year from date of construction permit issue. Said RV may
not be occupied as a residence in "anticipation" of the construction of a residence.
- 3 Pre Fab and modular homes will be permitted in the subdivision PROVIDED the roof of said
home shall have no steeper than a 5/12 pitch and said manufactured home conforms to ALL of
the other covenants contained herein.

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4. ARCHITECTURAL CONTROL: Concrete block construction is prohibited on any lot except that concrete blocks may be used in the foundations and chimneys of houses erected on said lots and must be covered by either stucco, rock, or brick. No vinyl siding is allowed on any residence. Exteriors must be of natural products. Three-tab shingles are also prohibited.

5. NUISANCES: No noxious or offensive activity will be carried on upon any lot, nor shall anything be done thereof which may become an annoyance or nuisance to the neighborhood. No nuisance or offensive, noisy or illegal trade, calling, or transaction will be done, carried on, suffered or permitted upon any lot, nor will any lot be used for any illegal purpose. Each lot will be kept and maintained completely free of any junk (including old vehicles and discarded appliances), trash and garbage. No noxious or offensive activity which emits an offensive odor, shall be suffered or permitted upon any lot.

6. RESTRICTIONS ON MOTORIZED VEHICLES: The use of trail bikes, four wheelers, motorcycles, three-wheelers, dune buggies or any similar type vehicle, if used shall be used in such a manner as to create no disturbance to any other person on said property and shall not be used in any manner which will constitute an offensive activity or obnoxious or offensive noise. Motorized vehicles cannot be hidden off of roadways or on trails, woods or common areas.

7. EASEMENTS: Easements for the installation and maintenance of utilities, including electric power lines are hereby reserved, whereby a power line with all essential clearing, may be installed along the roads and road rights of way which traverse any lots in the property encumbered by these protective covenants.

8. COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS: Any and all building and construction on any of the lots which are the subject of these protective covenants shall be done consistent with, in all respects, any and all Federal, State and County governmental laws, rules, regulations and ordinances regulating said building and construction, including the installation of a septic tank system and water supply.

FURTHERMORE, the Developer hereby declares that the submitted property shall be held, conveyed, encumbered, used, occupied and improved subject to the following covenants and restrictions, as well as easements and assessments, 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 any 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/or assigns.

1. All lots shall be used for single-family residential purposes only and no business or business activity shall be carried on upon any lot at any time.

2. Structures must be completed within one year from the date construction begins and must be finished with rustic materials. Vinyl siding is NOT permitted within the subdivision. Residences must contain a minimum of 1400 square feet of finished heated area (on the main floor) excluding porches, decks, garages and basements.

3. 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. Dogs that are generally deemed to be vicious, such as pit bulls, rottweilers, dobermans and other similar breeds are specifically prohibited. Verbal pig are not household pets.

4. 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 unless specifically allowed by Declarant/Developer with written approval. Oral statements are not sufficient to alter the surface grade of any lot. Driveways, landscaping and the general appearance of an owner's lot shall be maintained in good condition. 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.

Erosion control measures must be in place prior to the commencement of construction and maintained at all times during construction in accordance with the Fannin County guidelines. Any violation of these ordinances will be the responsibility of the lot owner who has so violated them and any monetary remuneration resulting from said violation will become a lien against that owner's property.

6. Eavesdroes may not be created or allowed to remain upon any lot. No garbages, laundry, rags or other articles may be aired or dried on any lot within the view of any other lot. 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 within each home or garage or within an enclosure designed therefore, which may be located no closer than 5-feet from any lot line.

6. All outdoor lighting shall be so shaded and directed that the light therefrom is directed to fall only upon the premises where the light source is located. No structure shall draw power from a temporary pole except for a temporary pole necessary for the construction of a permanent home. Power shall be hooked up permanently.

7. No sign of any kind shall be displayed to the public view except for a sign professionally designed and constructed for the identification of the property address. A single sign to rent or sell the premises is permitted containing no more than 4 square feet in size. This limitation applies to signs of all types including banners, cloth signs, paper, cardboard or other materials.

8. No lot shall be subdivided by any Owner subsequent to the initial sale of same by Developer. The exception to this prohibition shall be that two owners may purchase an unimproved lot separating them for the purpose of creating a buffer zone between them. The unimproved lot may be divided in half only with each half being conveyed to the adjacent owner.

9. No land disturbance of any lot is permitted (this includes the cutting of trees) without prior approval from the Declarant. At the time of final approval of construction plans, the developer will sign a construction agreement and the appropriate deposits will be paid by the Owner protecting the integrity of the subdivision lot. No lot owner may remove or top more than thirty percent (30%) of existing tree growth, said 30% to be distributed equally over the entire acreage of any lot with the exception that clear cutting shall be permitted in the area of the construction of the permanent dwelling house not to exceed 15-feet in any direction of the permanent foundation plus any attached decking. The Declarant or the Homeowner's Association reserves the right to assess \$1,000.00 for each tree cut or topped in excess of these dimensions.

CONSTRUCTION PLAN APPROVAL

No residence shall be constructed upon, or any land disturbing activities commenced on any lot without prior written approval of the Developer. The Developer has the sole and exclusive right to approve or disapprove any plan for any residence constructed within the Development. The type, size and layout of a residence within the Development being an essential element of the overall plan and concept of the Developer. The decision of the developer shall be final and all lot owners, by acceptance and recording of a deed of conveyance tendering of the purchase price of the same acknowledge and recognize the right of the Developer to approve or disapprove the plan of construction for any lot within the Development. At the time of the approval of design or land disturbing activity, the property owner, contractor and developer must execute a construction agreement and pay appropriate deposits.

MAINTENANCE, ASSESSMENTS & COMMON AREA ASSESSMENTS

Until such time as the road easements and common areas are turned over to the Homeowner's Association for maintenance and upkeep, the Developer reserves unto itself, its heirs, successors and/or assigns the non-exclusive perpetual right of ingress, egress, regress and utility service along existing or proposed subdivision access roads as shown on the aforementioned survey plat which is incorporated herein by reference for further description. The Developer further makes each and every lot within the subdivision subject to non-contamination areas shown on the aforementioned survey plat along existing creeks, streams and existing or proposed well sites or spring heads as shown on said survey plat. Developer further reserves for use as a common area, that property located on the East side of Brooks Ridge Road between the road centerline and

property owned now or formerly by Underwood which begins at Lot 18 and proceeds in a Southerly direction along said roadway to Lot 38. Each and every lot within the aforementioned development shall be SUBJECT TO upper and lower riparian rights for the uninterrupted flow of any creek, river or stream which may border or traverse the property herein described.

Personal Obligation of Assessments, Lien of Lien. All purchasers of lots within the subdivision, by acceptance of a deed herefrom whether or not it shall be so expressed in such deed, are deemed to covenant and agree to pay to an Association formed for the purpose of administering said funds, (1) Annual assessments or charges for maintenance of common areas within said development, and (2) special assessments for emergency repairs to said roads within said development these assessments to be as established as follows:

1 For annual assessments for regular. Each new owner shall pay a yearly fee for maintenance to begin at \$300 per year at the closing of the initial sale of the lots. This amount shall be paid on or before January 1 of the year of the assessment. Any amount not paid by January 16 of the assessment year will incur a 10% late charge and will become a lien on the property at the interest rate of Prime plus 3% as published in the Wall Street Journal, prime re-computed on a quarterly basis for the upcoming three months.

2 The Developer and at such time as the creation of an Owner's Association is established, as herein set forth, a special assessment for emergency repairs, upgrades to said road can be made, with each lot owner responsibility for a pro-rata share of said approved emergency assessment (one share per lot owned). 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 property or lot against which each such assessment is made. Each such assessment, together with interest, costs 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 a claim of lien has been recorded in the Office of the Clerk of the Superior Court, Gwinnett County, Georgia giving notice to all persons that a claim of lien upon the lot is being asserted, prior to the conveyance of title to the 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 claim of lien shall be signed and verified by (1) an officer of the Homeowner's Association, or (2) by a representative of a majority of the lot owners in the development. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien, said satisfaction being executed either (1) by the record individual filing the lien, (2) an officer of the Homeowner's Association, or (3) by signatures indicating a majority of all lot owners. Liens for assessment may be foreclosed by suit brought in the name of the Homeowner's Association in like manner as a foreclosure of a mortgage on real property. During the period of ownership of any lots by Developer, no assessments or fees shall apply to Developer and/or its lands.

RESERVATION BY DEVELOPER OF ROAD EASEMENT

The Developer hereby reserves unto themselves, their 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 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; (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 all present and future phases of, 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 the property. Finally, the Developer reserves the

right to establish and continue to use any sales offices, signs, or parking spaces 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 has occurred and Developer has filed a written EXTINGUISHMENT OF EASEMENT document in the Office of the Clerk of the Superior Court, Fannin County, Georgia.

ROAD EASEMENT

It is the express intent of developer to grant an easement along the road system within the boundaries of the aforementioned plat of survey along all existing or proposed roadways for ingress, egress and egress for each purchaser, their heirs and assigns, of lots of property within said development. It is the express intent of developer to reserve for developer, developer's heirs and/or assigns, an easement for ingress, egress and utilities along same roads.

The easement is granted notwithstanding any error or omission in any individual conveyance to a purchaser of a lot or property by the developer, which might fail to expressly grant or reserve such an easement. The developer reserves the right to utilize any road or utility within the development of the developer, whether developed as a phase, developed as a separate development and to convey the right of and/or utilize said roads or utilities to third parties at the sole election of the developer.

NO THIRD PARTY RIGHT OF ACCESS

All purchasers of any lot are hereby placed on notice that no third party lot owner shall have the right to grant a right of ingress and egress across his or her respective lot for the purpose of providing access via any development road to property not contained within the development. Likewise, no purchaser or third party owner shall have the right to grant a right of ingress and egress over or across his or her respective lot for the purpose of allowing utility line extension to any parcel of land not contained within the development.

It is the specific intent of the developer, in the management, design and development of the property that is the subject of this declaration and such other property as may from time to time be annexed or made subject to the same to reserve unto the developer the sole authority to authorize the utilization of said development roads, utilities and other infra-structure and to specifically prohibit the utilization and expansion of the same to other properties not owned by the developer. It shall be the sole election of the developer to grant or refuse to grant an easement for the utilization and expansion of the roads and utilities and inter structure of the development to third parties.

PROPERTY OWNERS ASSOCIATION

Upon acceptance of any conveyance from the Developer, the lot owner shall become a mandatory member of the Owners Association at the time the same is activated by the Developer. The Developer is required under the ordinances of Fannin County, Georgia to establish the same at the time of the recording of the within document. However, the Developer reserves all rights and responsibilities that will pass to the Owner's Association at such time as the same is activated by the Developer. Until such time as the Developer owns less than ten lots in the development, no third party or parties shall have the right to activate the Owner's Association. At such time as the Developer elects to activate an Owner's Association, the Developer will send a written notice to the named property owner as of January 1 of the year of activation, to the address as the same appears on the tax records of Fannin County, of the date of activation of the Owner's Association. Said notice, forwarded via certified mail, shall be deemed the only notice required. Thereafter, the rights, obligations and responsibilities of the Developer shall vest with the Owner's Association. There shall be one vote per lot. In the event of joint ownership of a lot, the vote may be exercised by only one of such joint owners. The Developer and its successors are all members of the Association until all lots are sold.

DURATION AND AMENDMENT

This declaration and the restrictions contained herein shall run with and bind the submitted property for a period of thirty years from the date when this declaration is filed for record with in the Office of the Clerk of the Superior Court, Fannin County, Georgia 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 thirty year period and 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, Fannin County, Georgia or in such other place of recording as may be appropriate at the time of the execution of such instrument.

For so long as Developer retains the ownership of one or more lots in said subdivision, Developer shall have the right in their sole discretion and judgment, to modify, amend or alter in any manner this instrument to provide for the general health and welfare of the owners of lots in said subdivision.

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.

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.

Binding Effect - This declaration shall be binding upon the undersigned, their heirs, administrators, successors and assigns. Said declaration shall run with the title to the property described above and any subsequent property that is added hereto by amendment.

NON-COUNTY ROADS

Until such time as the streets in this subdivision are offered to and accepted by Fannin County, the streets in this subdivision are private streets and are neither maintained by Fannin County nor considered part of the road system of Fannin County. The responsibility for the upkeep and maintenance of the streets shown on the aforementioned recorded survey plan are the responsibility of the individual homeowners through the subdivision's homeowners' association.


In no case shall Fannin County be responsible for failing to provide any emergency or regular fire, police or other public service to the property and/or occupants when the failure is due to inadequate design or construction, blocking of access routes, or any other factors within the control of the Declarant, the homeowner's association or the owners. Unless accepted by the County for their road system, the county shall not maintain any private roads.

IN WITNESS WHEREOF, the Declarants have hereunto set their hands and seals as of the day and year first above written.

RIDGELINE VISTAS, LLC
Richard W. Weber
BY RICHARD W. WEBER, Managing Member

Signed, sealed and delivered
in the presence of:

Paula Jenkins
Unofficial Witness

Christina Martin
NOTARY PUBLIC
My Commission Expires: 

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Fee Amt: \$10.00 Page 1 of 1
Fannin Co., Clerk of Superior Court
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EX 1013 PD 170

Return recorded document to:
Terry Lee Wilson, LLC
2403 East First Street
Blue Ridge, GA 30513
File#11-226

Reaffirmation of
Declaration of
Covenants, Conditions and Restrictions for
Ridgeline Vistas Subdivision

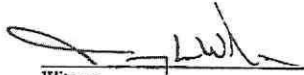
This Reaffirmation is made this 28th day of June, 2012 by Mark Deal and Sherri L. Deal ("Deal").

WHEREAS, a Declaration of Covenants, Conditions and Restrictions for Ridgeline Vistas Subdivision was adopted by the then-owner of Ridgeline Vistas Subdivision, said Declaration being recorded in Deed Book 850, Page 616, Fannin County Records.

WHEREAS, Deal is now the owner of Ridgeline Vistas Subdivision, having purchased the subject property from Community & Southern Bank by virtue of Quitclaim Deed recorded in Deed Book 986, Page 223, Fannin County Records;


WHEREAS, for title purposes, it is desirable for the current owner of the property to reaffirm the existing Covenants.


NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by Deal and by each subsequent owner of any lots in said development, Deal does hereby reaffirm the establishment of the Declaration of Covenants as set forth in Deed Book 850, Page 616, Fannin County Records. Said Covenants shall remain in full force and affect, pursuant to the terms and conditions stated therein.


Witness


Notary Public



Mark Deal by  (seal)
Mark Deal

Sherri L. Deal by  (seal)
Sherri L. Deal

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1013/170

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 Fannin Co. Clerk of Superior Court
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 BK 1189 pg 545

Return recorded document to:
 Terry Lee Wilson, LLC
 316 Summit Street
 Blue Ridge, GA 30513

STATE OF GEORGIA
 COUNTY OF FANNIN

Cross Reference:
 Deed Book 850, Page 616
 Deed Book 1013, Page 170
 Deed Book 1067, Page 779

Amendment to
 Covenants, Conditions and Restrictions for
 Ridgeline Vistas Subdivision

THIS AMENDMENT is made this 22 day of November, 2016 by Blue Ridge Mountain Vistas, LLC ("Declarant").

WHEREAS, Declarant is the successor in interest to Mark Deal and Sherri L. Deal pursuant to Quitclaim Deed dated May 9, 2013 and recorded in Deed Book 1067, Page 779, and is wholly owned by them; and

WHEREAS, Declarant retains ownership of one or more lots in Ridgeline Vistas Subdivision, and desires to amend the Covenants, Conditions and Restrictions for said Subdivision, recorded in Deed Book 850, Page 616, as reaffirmed in Deed Book 1013, Page 170, Fannin County Records ("Covenants"), and has the authority to so amend as set forth therein.

NOW, THEREFORE, Declarant hereby amends the Covenants as follows:

1. When used therein, "Declarant" shall refer to Blue Ridge Mountain Vistas, LLC.
2. Paragraph 3 on Page 1 shall be deleted; no pre-fab or modular homes shall be permitted.
3. Paragraph 2 on Page 2 is amended to reduce the minimum square footage of heated area on the main from 1400 square feet to 1000 square feet.
4. Paragraph 3 on Page 2 regarding animals is amended to delete the last two sentences.

Except as amended herein, the Declarations remain as stated in the records of Fannin County, Georgia.

IN WITNESS WHEREOF, the undersigned hereby sets its hand and seal the day and years first above written.

DECLARANT:
 Blue Ridge Mountain Vistas, LLC

By: Nathan Nicholson (seal)
 Nathan Nicholson, Authorized Agent

[Signature]
 Unofficial Witness

[Signature]
 Notary Public



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