



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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GEORGIA, FANNIN COUNTY
CLERK OF SUPERIOR COURT OFFICE
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[Handwritten Signature]
DANA G. CRISTAIN
CLERK OF SUPERIOR COURT

**COVENANTS AND RESTRICTIONS
FOR THE LAST RESORT**

**DECLARATION OF COVENANTS, RESTRICTIONS, PROPERTY OWNERS
ASSOCIATION AND LIMITATIONS RUNNING WITH THE LAND FOR THE LAST
RESORT SUBDIVISION.**

**THIS DECLARATION OF COVENANTS, RESTRICTIONS, PROPERTY OWNERS
ASSOCIATION AND LIMITATIONS**, is made and published this the 4 day of
December, 2003, by Joseph C. Hooper, Developer/Declarant.

WHEREAS, Declarant is the owner of that real property located in Fannin County, Georgia,
described as follows and referred to herein as (the "Property"): and

All that tract or parcel of land lying and being in the 7th District and 2nd Section of Fannin
County, Georgia, and being a part of Land Lot No. 30, 31, 42, and 43 and being more particularly
described as being further described as Lot Numbers One (1) through Forty One (41) of The Last
Resort Subdivision, as shown on a survey and plat made of the above described property, that
was prepared by Lane S. Bishop, Georgia Registered Land Surveyor Number 1575 dated the 19th
day of October, 2000. Said plat is recorded in Plat Hanger D-46, page 4-6, in
the Office of the Clerk of the Superior Court for Fannin County, Georgia. Said recorded plat is
hereby made a part of this deed by reference thereto for a more complete description of the above
described property.

Said property is conveyed subject to all easements, restrictions, and rights of way as set forth
on said recorded plat or as appearing of record.

There is also conveyed the right of ingress and egress over and across all roads as shown on
said recorded plat or as shown on any development plat.

WHEREAS, a plat and survey setting forth the individual, numbered lots is recorded in the
Office of the Clerk of the Superior Court of Fannin County, Georgia, and incorporated herein by
reference.

WHEREAS, it is the intent of Declarant to establish a general plan and uniform scheme of
development and improvement of the Property, and

WHEREAS, Declarant wishes to provide for the preservation and enhancement of property values, amenities and opportunities within the Property in order to contribute to the personal and general health, safety and welfare of the property owners and residents therein and to maintain the land and improvements therein, and to this end wish to subject the Property to the covenants, restrictions, owners association, easements, reservations, assessments, charges, liens and other provisions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by the development and each and every subsequent owner of any of the lots in said Development, Declarant does hereby set up, establish, promulgate and declare to the following to apply to all of said lots and to all persons owning said lots, or any of them, hereafter; these covenants, restrictions, owners association, and limitations shall become effective immediately and run with the land and shall be binding on all persons claiming under and through the development, to-wit:

ARTICLE I DEFINITIONS

The following terms, as used in this Declaration, shall have the following meanings:

1.1 **DECLARANT** shall mean Joseph C. Hooper acting by and through as a duly authorized representative of Hooper's Last Resort, Inc., its successors and assigns.

1.2 **LOT** shall mean and refer to any platted subdivision lot or parcel in the property described and reference above.

1.3 **OWNER** shall mean and refer to the record owner, whether one or more persons or entities, of any Lot which is a part of this Declaration, including contract sellers (but not contract purchasers) and Declarant.

1.4 **ASSOCIATION** shall mean and refer to The Last Resort Property Owners Association, its successors and assigns.

1.5 **COMMON AREA** shall mean all real property (including the improvements thereto), owned by the Association for the common use and enjoyment of the owners, if any.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

2.1 **EXISTING PROPERTY.** The initial property subject to this Declaration is the real property set forth and referenced above.

2.2 **ADDITIONAL PROPERTY.** Declarant may, at any time and from time to time, subject additional property to this Declaration, describing such additional property to this Declaration. Such amendments may be made by Declarant without the joinder or consent of the other owners or mortgagees of any portion of the Property, or any other person or entity.

ARTICLE III USE RESTRICTIONS

3.1 **SEWAGE DISPOSAL.** A septic tank and proper drain field, in accordance with the standards of the Health Department of the State of Georgia, shall be used for sewage disposal for houses constructed in said subdivisions.

3.2 **TEMPORARY STRUCTURES.** No structure of a temporary character, such as a basement, trailer, lean-to, tent, shack, garage, barn or other outbuilding will be used on a lot at any time as a residence on a permanent basis. (Provided that this paragraph shall not be deemed or construed to prevent the use of temporary construction, shed, or trailer during the period of actual construction of any residential structure on such property, or the use of adequate sanitary toilet facilities for workmen which may be provided during such construction). No outbuilding, garage, shed, trailer or temporary building of any kind shall be erected prior to commencement of the erection of a residence.

3.3 MANUFACTURED HOME OR MOBILE HOME. No manufactured home or mobile home of any type will be used or located on any lot at any time as a residence either temporarily or permanently.

3.4 RESIDENTIAL USE. All lots shall be used as a single, family, private, residential dwelling and for no other purpose; One single family residence per lot. No residence may be used as a school, church, kindergarten, or business of any type.

When the construction of any building is once begun, work thereon must proceed diligently and must be completed on the outside within six (6) months from the start thereof and totally completed within twelve (12) months. Lots shall be served by a community water system, with each lot owner being entitled to utilize said system. Each lot owner shall be pro rata be responsible for the maintenance and upkeep of said well and water system.

3.5 CLOTHESLINES. No clotheslines or outside drying area shall be located on any lot unless screened in such a manner as to be concealed by fencing and/or landscaping.

3.6 INSURANCE. No owner shall permit or suffer anything to be done or kept within or upon his lot, or make any use of the Property, which will increase the rate of insurance of any portion of the Property.

3.7 GARBAGE AND TRASH CONTAINERS. No lot shall be used or maintained as a dumping ground for rubbish, trash, or other waste. All trash, garbage and other waste shall be kept in sanitary containers except as required during trash collection.

3.8 PETS. No animals, livestock, (including Vietnamese pot bellied pigs), cattle, horses, goats or poultry (chickens, ducks, turkeys) 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 commercial purposes. All household pets shall be restrained and/or kept on a leash under control of a responsible person at all times when a pet is outside of a

unit. At no time shall a pet be allowed to enter upon any other Lot other than the Lot on which the pet is kept except with the consent of the Lot Owner.

3.9 RECREATIONAL VEHICLES. No recreational vehicle shall be used on a lot as a temporary residence, nor shall recreational vehicles be parked on common access roads within the development.

3.10 NUISANCES. No lot shall be used in whole or in part for any illegal activity or for the storage of rubbish of any character whatsoever or for the storage of any property or thing that will cause such lot to appear in any unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any lot that will emit foul or obnoxious odors or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of the surrounding property.

No automobiles, trucks, or other motor vehicles without a current year's license tag may be placed or allowed to remain on the property. No campers, recreational vehicles, boats, and trailers, or utility trailers shall be left on the premises for more than two (2) weeks without permanent overhead cover.

No motorcycles, trail bikes, three wheeler, dune buggies, or other externally mounted engine vehicles shall be permitted in the development except for entry and exit from the area. All such vehicles shall be properly muffled so as not to disturb the neighborhood.

No noxious or offensive activity will be permitted on any lot, nor shall anything be done on any lot which may be or become an annoyance or nuisance to the neighborhood.

3.11 DRAINAGE. No septic tanks, drain fields, or surface drains shall be constructed in a manner which would allow drainage into ponds, if any.

3.12 SUBDIVISION OF LOTS: Lots shall not be subdivided subsequent to the sale of a lot from the Developer to a purchaser.

3.13 LANDSCAPING. No large trees will be removed from any lot except for those necessary to clear an area for construction of dwelling, driveway, and detached non dwelling. Trees may be removed for reasonable landscaping with the approval of the Homeowner's Association Board.

ARTICLE IV BUILDING REQUIREMENTS

4.1 MINIMUM BUILDING REQUIREMENTS. The following shall be minimum requirements for construction of any improvement on any lot.

4.2 DWELLING SIZE. No dwelling will contain less than nine hundred (900) square feet on the first floor of heated living area. The calculation of square footage of floor area living shall not include: garages, basements, covered walks, open and/or screened porches, patios, terraces, pool area or other similar areas. Square footage measurements shall be taken from outside exterior walls of dwellings.

4.3 BUILDING CONTROL. Exterior finish must be of permanent type such as brick veneer, masonite, wood siding, log house, and other architecturally compatible dwelling type, approved by the Homeowner's Association Board. The exterior finish on the siding shall be a material and color that blends with the surroundings. No structure of any type will be placed upon those portions of the property reserved for utilities for drainage of pipe easements, for The Last Resort Property Owners' ingress and egress, nor will the roadway be obstructed, blocked, or modified in any way not clearly in the interest of all owners. All construction should comply with local and state building codes.

There shall be no flat roofs on homes. Flat roofs are permitted over porch and deck areas. Metal roofs are permitted only if metal is covered with permanent enamel or vinyl type coating. Any swimming pool to be constructed shall be a permanent, in-ground structure.

Air conditioning units shall be properly screened from general view.

All block construction in chimneys, foundations, etc. must be covered with stucco, rock or brick, unless under porch or deck.

4.4 DRIVEWAYS. Driveways may connect to the street at two points and such connections shall provide continuity of the drainage system and shall blend into the street pavement.

4.5 BUILDINGS LOCATION. All buildings location shall conform to the standards of the Fannin County Land Development Ordinances, as amended from time to time.

4.6 UTILITY LINES. All utility lines (including electrical, telephone, and cable TV lines) shall be placed underground or if overhead shall be positioned so as to not obstruct or impair the view from any surrounding lots.

4.7 SATELLITE DISHES. Satellite dishes twenty four (24) inches or less in diameter are permitted.

4.8 SIGNS. No signs of any type shall be displayed to public view on any portion of said property except one sign advertising the property for sale, or a temporary builder sign. All such signs shall be professionally lettered and neatly installed.

4.9 PROPERTY APPEARANCE. The owner of each lot (whether vacant or occupied) in the Subdivision shall maintain the lot in a neat and attractive condition.

4.10 DETACHED DWELLINGS. Each owner will be authorized to construct one detached non dwelling on a lot for the purpose of garage or storage. The roof and exterior of any detached building must be located within thirty feet of the dwelling. Any non detached building can not exceed 500 square feet in size, as measured from outside wall to outside wall.

ARTICLE V
MAINTENANCE OF ROADWAY AND IMPROVEMENTS

5.1 **DEVELOPMENT ROADS.** Until such time, if ever, as the Easement Tracts or Private Road is dedicated to and unconditionally accepted by the appropriate governmental authorities, each of the parties hereto covenant and agree to cooperate in the repair, replacement, maintenance and operation of the Private Road and other improvements now or hereafter located within the Easement Tracts and to maintain all slopes or other supports on all lands within the Easement Tracts for purposes of providing lateral support to the Private Road. It is explicitly understood by the lot owners that damage to the subdivision roads caused directly by ongoing construction of a particular owner shall be the responsibility of said owner to repair. Said damage could include but is not limited to that caused by irresponsible use and loading of said road during adverse conditions.

5.2 **RESPONSIBILITY.** The parties hereto do hereby agree that in the event any party hereto, or their agents, employees or invites, cause damage to the private road or, to other improvements located within the Easement Tracts or Common areas as a result of gross negligence, intentional misfeasance or usage of the Private Road in a manner not constituting every day or typical use of the Private Road, then such party shall be solely responsible for the repair, and costs of such repair of the Easement tracts, Common Areas, and Private Road and such party shall complete such repairs in a timely manner.

ARTICLE VI
EASEMENTS

6.1 **EASEMENT GRANTS.** The following easements are hereby granted and/or reserved over, across, and through the property.

6.2 **UTILITIES AND PONDS.** Easements for installation and maintenance of utilities are reserved whereby power and water lines, telephone and television cable lines may be installed in

or along any roads on the above described property. Said lines shall be required to be underground if said lines would restrict or impair the view from any property in the development.

6.3 ROAD INGRESS AND EGRESS. There is hereby granted to all subdivision lot owners, their heirs, successors, and assigns, a reciprocal easement for ingress and egress across all roadways contained in the subdivision.

6.4 MORTGAGEE RIGHTS. An easement is hereby granted to each mortgagee of a lot(s) for the purpose of access to the Property subject to its mortgage.

6.5 PUBLIC EASEMENTS. Fire, police, health, sanitation, medical, ambulance and other public service personnel and their vehicles all have a perpetual, non-exclusive easement of ingress and egress over and across all roadways contained in the subdivision for the performance of their respective duties.

ARTICLE VII PROPERTY OWNERS ASSOCIATION

7.1 MEMBERSHIP. All lot owners become members of The Last Resort Property Owners Association at time of closing. 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.

Into this association it is hereby quit-claimed, transferred and conveyed all roadways and utilities as shown on said recorded plat.

An Association meeting shall be called and convened each year at some time during the months of July or August. The Developer will preside as temporary chairman at the first Association meeting until a Board of Directors is elected. Written notice of any meeting called shall be sent to all Association members not less than thirty (30) days nor more than sixty (60)

be paid to the incurring party by the defaulting party upon demand. In the event such costs and expenses incurred are not reimbursed within forty-five (45) days of the demand for payment of same, such costs and expenses shall bear interest at the rate of the lesser of the maximum amount permitted by application law or twelve (12%) percent per annum from the date of such demand.

7.7 The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

7.8 The Owner's Association shall have the right from time to time to amend these restrictions and covenants by a vote of two thirds of the lot owners. Any such amendments shall be recorded on the Deed Records of Fannin County and cross referenced to the within document.

ARTICLE VIII DURATION

8.1 These covenants and restrictions shall run with said land and shall be binding upon all portions and all persons claiming them for a period of twenty-five (25) years from date at which time said covenants shall be automatically extended for a successive ten (10) years unless any instrument signed by a majority of the then recorded owners of the land agree to change said covenants in whole or in part, is executed and recorded.

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days in advance of the meeting. At the meeting the presence of members either in person or by proxies entitled to cast sixty percent (60%) of all the votes shall constitute a quorum.

7.2 PROPERTY RIGHTS. The right of the Association to suspend the voting rights and right to use the recreation facility (ponds) by an owner for any period during which any assessment against the Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

7.3 ASSESSMENTS. The Declarant, for each Lot owned within the Property, hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the association annual assessments and special assessments.

The annual assessments, together with interest costs and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

7.4 ASSESSMENT PURPOSE. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties, for the improvement and maintenance of the homes situated upon the Properties.

7.5 ASSESSMENT AMOUNT. Assessments shall be \$500.00 upon initial purchase from Developer and thereafter the sum of \$120.00 per annum into the Association. Upon the subsequent sale of any lot, the new owner will be assessed a \$500.00 upon their purchase which will go to the Association and thereafter the sum of \$120.00 per annum will be assessed.

7.6 FEES INCURRED. All costs and expenses incurred by such a party in exercising its cure rights under the Agreement, including, without limitation, reasonable attorneys' fees, shall

8.2 **BINDING OF HEIRS, ETC.** The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, administrators, executors, legal representatives, successors and assigns. Time is of the essence in each and every provision of these Agreements.

**HOOPER'S LAST RESORT, INC.
DEVELOPER/DECLARANT**

By: Joseph C. Hooper (SEAL)
JOSEPH C. HOOPER

Attest: _____ (SEAL)

Edy M. White

Notary Public

Edy M. White

Notary Public

Notary Public, Fannin County, Georgia
My Commission Expires April 11, 2008