




## 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.

Exhibit D



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Fee Amt: \$22.00 Page 1 of 5  
Fannin Co. Clerk of Superior Court  
DANA CHASTAIN Clerk of Courts  
BK **1299** PG **402-406**

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Wilson Hamilton, LLC  
316 Summit St.  
Blue Ridge, GA 30513

Cross Reference:

DB 1114, Pg 67

DB 1183, Pg 396

**MA-038**

STATE OF GEORGIA  
COUNTY OF FANNIN

#### AMENDMENT

#### Of Restrictive Covenants and Declaration of Homeowner's Association for Wolf Creek Estates

The RESTRICTIVE COVENANTS, RESTRICTIONS AND EASEMENTS AND DECLARATION FOR HOMEOWNER'S ASSOCIATION FOR PROPERTY OF WOLF CREEK ESTATES as recorded in Deed Book 1114, Page 67-77, is hereby Amended this 19th day of June, 2019, by the undersigned Roger Herr, Manager of Howling Wolf, LLC

WHEREAS, All other Covenants and Declarations for Wolf Creek Estates as set forth in Said Restrictive Covenants and Declarations at Deed Book 1114, Page 67-77, Fannin County Records, Amendments at Deed Book 1183, Page 396-397, and any other Amendments prior to June 2019 are hereby revoked and shall have no further force or effect.

#### WITNESSETH:

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

All that tract or parcel of land lying and being in the 8th District, 2nd Section, Land Lots 29,30,43 & 44 of Fannin County, Georgia, containing 64.374 acres, more or less, as shown on plat of survey by Southern Geosystems, Ltd., James C. Jones, GRLS No. 2298, dated September 6, 2005, and recorded in Plat Hangar D-276, Pages 6-8, Fannin County Records. Said plat is incorporated herein, by reference hereto, for full and complete description of the above described property.

LESS & EXCEPT Lots 18, 19 & 20 as per plat at Plat Hangar E-105, Page 2, Fannin County Records.

AND WHEREAS, it is to the interest, benefit and advantage of the Project Investor, and to each and every person who shall hereafter purchase any lot in said subdivision that certain covenants, conditions and restrictions governing and regulating the use and occupancy of the same to be established, set forth and declared to be covenants running with the land.

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

1. **CONSTRUCTION:** Construction on any lot shall be completed within one (1) year from the date that construction begins. Outside landscaping must be completed within three (3) months upon the completion of construction. An additional six (6) month extension for construction may be granted at the exclusive permission of the Project Investor. In addition, no individual water supply, such as wells, may be constructed without Project Investor permission.
2. **ARCHITECTURAL REVIEW BOARD:** All Lot owners are subject to Wolf Creek Estates Architectural Review Board ("ARB") and must submit for approval all construction designs, architectural plans, subdivisions of lots, and improvements to the property. The Project Investor shall have full control over the Architectural Review Board until the Project Investor sells its last lot or voluntarily turns over control to the Wolf Creek Estates Property Owners Association.
3. **LAND USE:** Lots shall be used for single family residential purposes only. Only one residence shall be located on each lot and no residence shall be any less than 1000 square feet of finished heated and cooled living areas unless given approval from the ARB. No single-wide or trailers, mobile homes or manufactured homes of any type shall be used or located on any lot at any time either temporary or permanently. Additional buildings may be constructed on the lot, but they must be approved by the ARB and must match the exterior design of the home. All utility lines shall be placed underground, and all propane tanks must be buried. If burying a propane tank is not feasible, it must be covered by attractive screening solutions that match the exterior of the home and approved by the ARB. No Lot shall be used for commercial activity or business at any time; however, this shall not prevent any homeowner from renting the residence for short or long term rentals of no less than seven (7) days.
4. **EASEMENTS:** Easements for the installation and maintenance of utilities (Electric, water, cable/internet, and gas) are hereby reserved on all road and lot lines. All lot owners will allow extensions of any utility lines that may become necessary for adjacent lots, provided that all grounds are returned to their original condition. A right-of-way easement 20 feet in width is hereby

granted and reserved over roads which runs through the subdivision as shown on the aforementioned Plat for the purpose of ingress and egress for the owners of all Lots.

5. **ROADS:** No new road shall be constructed on any lot for connection to an existing road unless approved by the Project Investor. A road impact fee will be assessed in the following manner: Five Hundred Dollars (\$500) from the owner of the lot and One Thousand Two Hundred and Fifty Dollars (\$1,250) from the builder of any new construction. In addition, no recreational vehicles are allowed on the subdivision roads except for golf carts; provided, however, that this provision shall not apply to any such recreational vehicle being used on one's own property or being used by the Project Investor or Project Investors Representatives to market the subdivision.
6. **WATER:** There is a Water System servicing the submitted property and all other properties added by amendment. All future lot owners of Wolf Creek Estates shall have a permanent and perpetual right to contract for water service from the above mentioned Water System. At the point of tap-on to the water system (per the terms of the owners water agreement) the owner shall pay a tap-on fee. These fees shall not include the installation fees associated with running a water line from the meter to the owners dwelling, these fees and the cost of equipment remain the responsibility of the owner.
7. **SET BACKS:** All structures shall be set back from property lines and roads as set forth by any local, county or state ordinances or statutes in effect at the time of construction. If no such ordinance is in effect, then said set backs shall be minimum of 15 feet from all property lines and 15 feet from the road right-of-way as shown on the Plat.
8. **SIGNS:** No signs of any type shall be allowed on any lot with the exception of a temporary sign offering the property for sale and any sign used for reasonable address identification. "For Sale" signs shall not be any larger than 36" x 36".
9. **NUISANCES:** No obnoxious, offensive, or illegal activities shall be permitted or carried out on any lot, nor shall anything be done that may be or become an annoyance or nuisance to the neighborhood. No outdoor light or loud music that causes annoyance to neighboring lot owners will be permitted. No firearms may be discharged within the development.
10. **LOT MAINTENANCE:** Each lot shall be kept and maintained completely free of any junk, trash or garbage. Garbage and trash must be properly disposed of in covered sanitary containers designed for that purpose which must be placed in an enclosure that matches the exterior design of the home. No generators, communication towers, or large satellite dishes may be visible from the front of the house facing the road. No inoperative cars, inoperative trucks, ATV's, UTV's, motorcycles, or excessive number of vehicles shall be permitted on any lot for a period in excess of forty-eight (48) hours; provided, however, that this provision shall not apply to any such vehicle being stored in a closed garage. Each lot and the improvements constructed thereon shall be maintained in a good, safe, and attractive condition that matches the exterior design of the residence.
11. **LANDSCAPING:** No large trees shall be removed from any lot except for those approved by the ARB and necessary to clear an area for construction of a house, septic tank and drain field,

driveway, garden or garage. In no event shall more than one-half of the trees located on a lot originally be removed. Except during the construction of permanent improvements thereon, no lot owner shall excavate or extract soil from any lot for any other purpose. No elevation changes that materially affect the grade of adjoining lots shall be permitted unless approved by the ARB.

**12. EXTERIOR FINISH:** The exterior of all homes must be a design appropriate for the natural, rustic environment of the development and shall be in earth tone colors. Concrete block construction is prohibited on any lot; however, concrete block may be used in the foundations and chimneys of houses erected on said lots and must be covered. All dwellings shall be of quality workmanship and performed by a licensed Georgia Contractor.

**13. ANIMALS:** No animals, livestock, or poultry, except for dogs, cats, and other ordinary household pets, may be kept on any subdivision lot. Pets must be kept under control at all times and owners will comply with all county ordinances regarding household pets.

**14. PROPERTY OWNERS' ASSOCIATION:** Each and every lot owner subject to this Declaration shall automatically, and by reason of such ownership, become a member of the Wolf Creek Estates Property Owners Association and shall be subject to its valid rules and regulations contained here in the Covenants and in any Bylaws created forthwith. The Project Investor shall have all the rights of the Association until such time that the Project Investor turns over all rights and responsibility of common areas to the Association. The Association shall have the right to set, increase, or decrease the annual assessment fees upon a majority vote of all lot owners, and each lot owners shall have one vote per lot in all transactions and business of the Association. The Association shall also have the authority to make assessments and to place a lien against any lot owner who fails to pay an assessment when due. In addition, the Association shall have the authority to levy special assessments, applicable to that year only, for the purpose of defraying costs for any capital improvements to the common properties, road maintenance, or upkeep of the water system. Any notice of lien shall be filed in the office of the Clerk of Superior Court of Fannin County, Georgia.

**15. MISCELLANEOUS PROVISIONS:** These covenants and restrictions shall run with the land and shall be binding on all parties and all persons claiming under them for a period of 20 years. At the end of 20 years, said covenants and restrictions shall be automatically extended for successive periods of twenty years unless an instrument extinguishing said covenants in whole or in part is signed by 51% of the then recorded owners and recorded in the Fannin County deed records.

- a) These Covenants may be amended by the Project Investor at any time, so long as Project Investor owns at least one lot. Upon the sale by Project Investor of its last lot, these Covenants may only be amended by a vote of at least 75% of a quorum present at any duly held meeting of the Association.
- b) Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate said covenants.

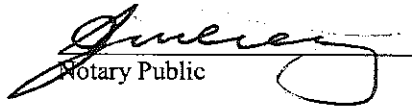
- c) Each covenant listed above is severable and distinct from each other. Invalidation or unenforceability, either by statute or court order, of any individual covenant will not invalidate the other covenants.

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

Signed, sealed and delivered  
In the presence of:



Witness

  
Notary Public

**Project Investor**  
Howling Wolf LLC

  
Roger Herr, Manager