

STATE OF GEORGIA
COUNTY OF FANNIN

Angela Stewart DeLorme, P.C.
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24,392

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
for
BIG CREEK OVERLOOK**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made and published this 19th day of March, 2012, by BIG CREEK OVERLOOK, LLC, a Georgia limited liability company, hereinafter referred to as Developer.

WITNESSETH:

THAT WHEREAS, said Developer is the owner of the development generally known in the community as **BIG CREEK OVERLOOK**, same being a development of all those lots, tracts or parcels of land situate, lying and being in Land Lot Nos. 200 and 234 of the 7th District and 2nd Section of Fannin County, Georgia, and designated as Lot 5, a portion of Lot 6, Lot 8, Lot 10, Lot 11, Lot 23, Lot 13, Lot 14, Lot 15, Lot 16, Lot 17, Lot 18, Lot 19, Lot 20, Lot 21, Lot 22, Lot 23, and Lot 24 as shown on a plat of survey dated prepared by Hubert Lovell, G.R.L.S. No. 1553, recorded in Plat Hanger C-209, page 81 , in the office of the Clerk of Superior Court, Fannin County, Georgia (the "Plat"); and

WHEREAS, said real property was conveyed to the Developer subject to that certain Declaration of Protective Covenants dated June 20, 1987, and recorded on July 28, 1987, in Deed Book 127, pages 314-318, in the office of the Clerk of Superior Court of Fannin County, Georgia; and

WHEREAS, it is to the interest, benefit and advantage of the Developer, and to each and every person who shall hereafter purchase any lot in said Big Creek Overlook that the original declaration of

covenants governing and regulating the use and occupancy of the same be amended and modified and that certain covenants, conditions and restrictions governing and regulating the use and occupancy of the same 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 Developer, and each and every subsequent owner of any of the lots in said development, said Developer 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 Developer, to wit:

1. **LAND USE:** Lots shall be used for single family residential purposes only. Only one residence shall be located on any one lot, provided, however, the owner of any lot may erect a garage, guest house, or outbuilding for use in conjunction with such residence. Said garage, guest house or outbuilding must be constructed in such a manner as to compliment the main dwelling. No lot shall be used for commercial activity or business of any type, however, this shall not prevent any homeowner from renting the residence built thereon as a residential dwelling for short term or long term rental periods. No "for rent" signs or related advertisements shall be physically located on any property.

2. **SEWAGE DISPOSAL:** A septic tank and proper drain field, in accordance with the standards of the Health Department of the State of Georgia, will be used for sewage disposal for houses located on said subdivision lots. Approval for the sewage system shall be obtained from the Fannin County Health Department.

3. **DWELLING TYPE:** No mobile homes or manufactured homes of any type shall be used or located on any lot at any time either temporarily or permanently. No structure of a temporary character, such as a basement, camper, motor home, tent, garage, barn or other outbuilding will be used on any lot at any time as a residence either temporarily or permanently. A tent, camper or motor home may be used for recreational purposes on the property prior to completion of a residential dwelling for no more than 48 consecutive hours.

4. **DWELLING SIZE:** No house shall be located on any lot with less than 1200 interior square feet of finished heated and cooled living areas, exclusive of open porches, unfinished basements, garages, carports and breezeways.

5. **EXTERIOR FINISH:** The exterior of all homes must be log, log siding or a rustic style design appropriate for the natural, rustic environment of the development. The exterior finish of all homes and outbuildings shall be of a color that blends with the surrounding environment. 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 in rock or stucco. All dwellings shall be of quality workmanship.

6. **ARCHITECTURAL DESIGN:** The Developer reserves the right to require a complete set of

house plans, including front elevation plans, for review and approval prior to commencement of construction.

7. **CONSTRUCTION:** All building construction within the development shall be completed within twelve (12) months from the starting date of construction, unless otherwise approved, in writing, by the Developer. Construction on any lot shall only be permitted during the hours of 7:00 a.m. and 7:00 p.m. The construction site must be kept clean of debris and waste must be disposed of properly. Each construction site shall contain a portable toilet facility. Any damage to roads, adjacent properties or other common property shall be the responsibility of the owner and builder.

8. **TRAILERS AND COMMERCIAL VEHICLES:** No parking of any travel trailer, commercial truck, camper, or other similar vehicle shall be permitted on any lot for a period in excess of forty-eight (48) hours. No industrial, commercial or farm equipment or vehicles, including without limitation dump trucks, moving vans, step vans, buses and lowboy trailers shall be allowed to park or remain on any lot at any time except for use in connection with ongoing construction.

9. **EASEMENTS:** Easements for the installation and maintenance of utilities are hereby reserved whereby power lines and water lines with all essential clearing may be installed along the road and lot lines. All lot owners shall allow extensions of utility lines as such may become necessary for utility services to adjacent lots, provided all grounds are returned to their original condition. All claims for damages, if any, arising out of the construction, maintenance, and repair of utilities or on account of temporary inconveniences caused thereby against the owners of any of their agents is hereby waived by the lot owner.

10. **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 a minimum of 15 feet from all property lines and 35 feet from the road right-of-way as shown on the Plat.

11. **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".

12. **NUISANCES:** No noxious or offensive activities shall be permitted or carried on upon any lot, nor shall anything be done thereof which may be or become an annoyance or nuisance to the neighborhood. No outdoor light that shines onto another lot causing annoyance to the other lot owner shall be permitted nor shall loud music that carries and causes annoyance to another lot owner be permitted. No offensive, noisy or illegal activity shall be suffered or permitted upon any lot, nor shall any lot be used for any illegal purpose. No operation or use of all terrain vehicles, dirt bikes, motorcycles or any similar type vehicles with an externally mounted engine shall be permitted within the subdivision except for the transportation purpose of ingress and egress.

13. **LOT MAINTENANCE:** Each lot shall be kept and maintained completely free of any junk, trash and garbage. No inoperative cars, trucks or other types 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. No outside clothes lines shall be permitted.

14. **GARBAGE AND TRASH:** No lot shall be used as a dumping ground for rubbish. Garbage and trash must be properly disposed of in covered sanitary containers designed for that purpose. All containers must be stored within the home or within an enclosure designed therefore, which must be at least five (5) feet from any lot line.

15. **LANDSCAPING:** No large trees shall be removed from any lot except for those necessary to clear an area for construction of a house, septic tank and drain field, driveway, garden or garage or those necessary for reasonable landscaping or a reasonable view. In no event shall more than one-half of the trees located on a lot originally be removed. Erosion control on each lot shall be the responsibility of the lot owner during any land disturbing activity. 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.

16. **SATELLITE DISHES:** No satellite dishes shall be placed in the front of any dwelling, and must be kept out of sight in the rear of the residence. No external antennas shall be permitted on any Lot.

17. **ANIMALS:** No animals, livestock or poultry 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 any commercial purposes. Potentially vicious breeds of dogs are specifically prohibited and may not be kept, bred or raised on any lot. Pets must be kept under control and shall not be permitted to annoy neighbors. All pet owners must comply with county ordinances.

18. **FIREARMS:** No hunting or target practice shall be permitted within the development, and no firearms, air rifles or pistols shall be discharged within the development.

19. **OUTDOOR LIGHTING:** All outdoor lighting shall be shaded and directed such that the light therefrom is directed to fall only on the same premises where the light source originates. No outdoor light that shines onto another lot causing annoyance to the other lot owner shall be permitted

20. **ROADS:** A right-of-way easement forty (40) feet in width is hereby reserved over and across Foxtrot Lane which traverses the subdivision as shown on the Plat for the purpose of ingress and egress for all lot owners. Developer shall maintain Foxtrot Lane until a property owners association is formed; however, each lot owner shall initially pay the sum of \$300.00 per year for maintenance of the subdivision road and any Common Area. Said sum shall be prorated in the year of closing and shall be due and payable on or before January 1st of each year thereafter. No new roads shall be constructed on any lot for the purpose of connecting to roads outside of the development.

21. **WATER RIGHTS:** Each and every lot owner is hereby granted water rights to the community well and water system that will be provided and maintained by Developer until such time as the water system

is turned over to a water company or to the property owners association. Easements are hereby reserved over each lot for ingress and egress to and from said water system for the installation and maintenance of water lines to the well and shall include the ability to access surface and sub-surface areas necessary to maintain, replace, upgrade, add additional components or repair said water system. Each lot owner who is connected to the water system shall pay a monthly water fee of \$35.00 to Developer or its assigns for maintaining and providing water to the lot owner for normal household use. Said fee may increase annually upon thirty (30) days notice to each lot owner by an amount not to exceed the Consumer Price Index for the previous year ("all cities" or comparable index). Developer shall have the right to change its billing structure to a quarterly or annual billing system upon giving prior written notice to all lot owners.

22. 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 Big Creek Overlook Property Owners Association to be formed and shall be subject to its valid rules and regulations. Said association may or may not be organized as a corporate entity, however, all roads and common areas shall be turned over to the Big Creek Overlook Property Owners Association for maintenance after all lots have been sold. Said association shall have the right to increase or decrease the maintenance fees upon a majority vote of all lot owners, and each lot owner 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. Any notice of lien shall be filed in the office of the Clerk of Superior Court of Fannin County, Georgia.

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 25 years and cannot be amended or changed in any way unless an instrument is signed by all of the property owners in said development. At the end of 25 years, said covenants and restrictions shall be automatically extended for successive periods of ten years unless an instrument changing said covenants in whole or in part is signed by a majority of the then recorded owners and recorded in the Fannin County deed records.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate said covenants either to restraining violation or to recover damages.

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 order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

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

BIG CREEK OVERLOOK, LLC:

By: The Steffke Family Revocable Trust, Member

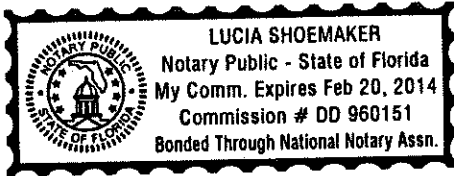
James W. Steffke (Seal)
James W. Steffke, as Co-Trustee, Manager

Lorene C. Steffke (Seal)
Lorene C. Steffke, as Co-Trustee, Manager

Signed, sealed and delivered
in the presence of:

Jessica F. Johnson
Witness

Lucia Shoemaker
Notary Public





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 Recorded: 07/02/2012 at 03:55:00 PM
 Fee Amt: \$18.00 Page 1 of 5
 Fannin Co, Clerk of Superior Court
 DANA CHASTAIN Clerk of Courts
 BK **1013** PG **594-598**

STATE OF GEORGIA
 COUNTY OF FANNIN

Angela Stewart DeLorme, P.C.
 Attorney at Law
 P. O. Box 1549
 Blue Ridge, GA 30513
 24,392

**AMENDMENT TO DECLARATION OF COVENANTS,
 CONDITIONS, RESTRICTIONS AND EASEMENTS
 for
BIG CREEK OVERLOOK**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made and published this 28th day of June, 2012, by BIG CREEK OVERLOOK, LLC, a Georgia limited liability company, hereinafter referred to as "Developer", and MARK S. GLOVER, TERRI L. GLOVER, WILLIAM M. BLOUNT, JR., BETSY BLOUNT, and MATHIS & JORDAN CONSTRUCTION, LLC, hereinafter collectively referred to as "Owners".

WITNESSETH:

THAT WHEREAS, said Developer is the owner of the development generally known in the community as **BIG CREEK OVERLOOK**, same being a development of all those lots, tracts or parcels of land situate, lying and being in Land Lot Nos. 200 and 234 of the 7th District and 2nd Section of Fannin County, Georgia, and designated as Lot 5, a portion of Lot 6, Lot 8, Lot 10, Lot 11, Lot 23, Lot 13, Lot 14, Lot 16, Lot 18, Lot 19, Lot 20, Lot 21, Lot 22, Lot 23, and Lot 24 as shown on a plat of survey dated prepared by Hubert Lovell, G.R.L.S. No. 1553, recorded in Plat Hanger C-209, page 81, in the office of the Clerk of Superior Court, Fannin County, Georgia (the "Plat"); and

WHEREAS, Mathis & Jordan Construction, LLC is the owner of Lots 15 and 17 of said Big Creek Overlook; and

WHEREAS, Mark S. Glover and Terri L. Glover are the owners of real property known as 346 Foxtrot Lane or Lot 7 located in Land Lot No. 233 of the 7th District and 2nd Section of Fannin County, Georgia, as set forth in a warranty deed recorded in Deed Book 165, page 714, in the office of the Clerk of Superior Court of Fannin County, Georgia, which adjoins the property of Developer; and

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WHEREAS, William M. Blount, Jr. and Betsy Blount are the owners of real property known as 365 Foxtrot Lane or Lot 9 located in Land Lot Nos. 233 and 234 of the 7th District and 2nd Section of Fannin County, Georgia, as set forth in a warranty deed recorded in Deed Book 389, page 19, in the office of the Clerk of Superior Court of Fannin County, Georgia, which adjoins the property of Developer; and

WHEREAS, all of said lots were conveyed to the Developer and Owners subject to that certain Declaration of Protective Covenants dated June 20, 1987, and recorded on July 28, 1987, in Deed Book 127, pages 314-318, in the office of the Clerk of Superior Court of Fannin County, Georgia; and

WHEREAS, Developer has created a development known as Big Creek Overlook and has established the Big Creek Overlook Property Owners Association, Inc., as set forth in that certain Declaration of Covenants, Conditions, Restrictions and Easements for Big Creek Overlook recorded in Deed Book 1001, page 642, in the office of the Clerk of Superior Court of Fannin County, Georgia (the "Declaration"); and

WHEREAS, the Owners of Lots 7 and 9 desire for Lots 7 and 9 to be included in the development and to become members of said property owners association; and

WHEREAS, it is to the interest, benefit and advantage of the Developer and Owners, and to each and every person who shall hereafter purchase any lot in said Big Creek Overlook that the Declaration be amended and modified to include Lots 7 and 9;

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by the Develop and Owners, and each and every subsequent owner of any of the lots in said development, said Declaration is hereby amended and revised as follows:

I.

The development known as **BIG CREEK OVERLOOK** shall consist of all those lots, tracts or parcels of land situate, lying and being in Land Lot Nos. 200 and 234 of the 7th District and 2nd Section of Fannin County, Georgia, and designated as Lot 5, a portion of Lot 6, Lot 7, Lot 8, Lot 9, Lot 10, Lot 11, Lot 23, Lot 13, Lot 14, Lot 15, Lot 16, Lot 17, Lot 18, Lot 19, Lot 20, Lot 21, Lot 22, Lot 23, and Lot 24 as shown on a plat of survey dated prepared by Hubert Lovell, G.R.L.S. No. 1553, recorded in Plat Hanger C-209, page 81 , in the office of the Clerk of Superior Court, Fannin County, Georgia (the "Plat").

II.

Owners agree to submit to the Declaration of Covenants, Conditions, Restrictions and Easements for Big Creek Overlook recorded in Deed Book 1001, page 642, in the office of the Clerk of Superior Court of Fannin County, Georgia, and shall automatically become a member of the Big Creek Overlook Property Owners Association and shall be subject to its valid rules and regulations.

III.

It is hereby acknowledged that the existing homes located on Lots 7 and 9 were constructed prior to the Declaration and may not fully comply with the restrictions set forth in the Declaration. Such existing homes shall not be considered in violation of the Declaration as to the restrictions regarding dwelling size or exterior finish as to the existing structures; however, any replacement structures shall comply with all restrictions set forth in the Declaration.

IV.

This Amendment shall amend and supercede any prior covenants and agreements as to Lots 7 and 9 and shall run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years and cannot be amended or changed in any way unless an instrument is signed by all of the property owners in said development.

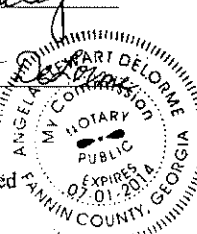
V.

This Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Big Creek Overlook shall be attached to and incorporated into the original Declaration, and the original Declaration together with all Amendments thereto shall remain in full force and effect.

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

Signed, sealed and delivered
in the presence of:

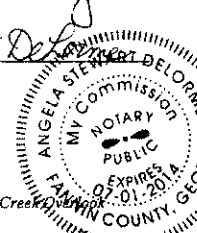
Alisa J. Stanley
Witness
Angela Stewart DeLore
Notary Public
My Commission Expires:



DEVELOPER:
Big Creek Overlook, LLC:
James W. Steffke (Seal)
By: James W. Steffke, as Co-Trustee, Manager
Lorene C. Steffke (Seal)
By: Lorene C. Steffke, as Co-Trustee, Manager

Signed, sealed and delivered
in the presence of:

Alisa J. Stanley
Witness
Angela Stewart DeLore
Notary Public
My Commission Expires:



OWNERS:
Mathis & Jordan Construction, LLC
Brandon Mathis (Seal)
Brandon Mathis, Member/Manager
Nathan Jordan (Seal)
Nathan Jordan, Member/Manager

Signature page continued

Signed, sealed and delivered
in the presence of:

Sherry Curtis
Witness

Alisa J Stanley
Notary Public
My Commission Expires:



OWNERS:

Mark S. Glover (Seal)
Mark S. Glover

Terri L. Glover (Seal)
Terri L. Glover

Signed, sealed and delivered
in presence of:

Rebekah Leane Ross
Witness

William M. Blount, Jr. (Seal)
William M. Blount, Jr.

[Signature]
Notary Public

Betsy Blount (Seal)
Betsy Blount

My Commission Expires: Aug 11, 2014

