

STATE OF GEORGIA  
P.C.

COUNTY OF FANNIN

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

for

**STUART MOUNTAIN HIDEAWAY PHASE II**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made and published this 27<sup>th</sup> day of February, 2001 by LPY Real Estate Investment Corporation, hereinafter referred to as Developer, of Fannin Country, Georgia.

WITNESSETH:

THAT WHEREAS, said Developer is the owner of the development generally known in the community as STUART MOUNTAIN HIDEAWAY, PHASE II, and being a development of all those lots, tracts or parcels of land Situate, lying and being in the 8<sup>th</sup> District and 2<sup>nd</sup> Section of Fannin County, Georgia and being part of Land Lot No. 13, Oand being Lots 34,35,36,37,38,39 and 40 as shown on a plat of survey of Stuart Mountain Hideaway, Phase II, dated December 9, 2000, prepared by Phillip G. Allen, G.R.L.S. No. 2495, recorded in Plat Hanger \_\_\_\_\_, pages \_\_\_\_\_, in the office of the Clerk of Superior Court, Fannin County, Georgia.

WHEREAS, it is to the interest, benefit and advantage of the Developer, and to each and every person who shall Hereafter purchase any lot is said development that certain covenants 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. **SUBDIVIDING LOTS:** After the conveyance of a lot or tract by the Developer, no lot or tract shall be subdivided into another lot less than 1.1 acres, and prior to subdividing approval must be received from the Fannin County Health Department for a septic tank and proper drain field, in accordance with the standards of the Health Department of the State of Georgia.
2. **TEMPORARY STRUCTURES:** No structure of a temporary character, such as a shed, basement, camper, lean-to, tent, shack, garage, barn or other outbuilding will be used on any lot at any time as a residence either temporarily or permanently; provided that this paragraph shall not be deemed or construed to prevent the used of a temporary construction shed or trailer during the period of actual construction of any residential structure on such property. Any camper stored on any lot shall not be used as a residence and shall be kept in a neat and orderly appearance.
3. **DWELLING TYPE:** No mobile homes, double-wide trailers, relocated older homes or similar structures of any type shall be used or located on any lot at any time either temporarily or permanently except for construction purposes during the construction period.
4. **LAND USE:** Lots shall be used for single family residential purposes only, however, a professional business may be operated from within the home. No commercial activity or business of any type, no religious house of worship and no school shall be maintained on any lot, however, this shall not prevent any homeowner from home schooling their own children. Residential rental shall be permitted, however, tenants shall be expected to comply with the covenants and conditions set forth herein.
5. **DWELLING SIZE:** Each single family dwelling shall be constructed with at least 180 square feet of heated

living space, excluding porches, decks, patios, garages and basements. The developer reserves the right to require plans and front elevation plans to be submitted to the developer for approval prior to the beginning of construction.

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**6. EXTERIOR FINISH:** The exterior finish of all homes must be of a natural permanent type such as brick,

log, wood siding, stained wood, or such other architecturally compatible dwelling type. The exterior finish shall also be of a material and color that blends with or compliments 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. All concrete and concrete block must be covered in rock or stucco. No tin roofs shall be permitted except for baked on enamel metal roofs. It is the intent and purpose of this restriction to insure that all dwellings shall be of quality workmanship and materials.

**7. CONSTRUCTION:** All construction should comply with all local and state codes and be of reasonable architectural design. The exterior of all structures to be constructed on any of said lots shall be completed within six (6) months from the date that construction begins and totally completed within twelve (12) months. Any damage to roads, adjacent properties or other common property shall be the responsibility of the owner and builder. The construction site must be kept clean of debris and waste must be disposed of properly.

**8. 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. In no event shall more than one-half of the trees located on a lot be removed. No lot shall be clear-cut.

**9. EASEMENTS:** Easements for the installation and maintenance of roads and utilities are hereby reserved

whereby buried power lines, telephone lines, cable lines and water lines with all essential clearing may be installed along the subdivision roads and lot lines. 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 or any of their agents is hereby waived by the lot owner.

**10. SIGNS:** No signs of any type shall be displayed to public view on any portion of any lot with the exception of a temporary builder sign, one offering the property for sale, or any sign used for reasonable address identification. "For sale" signs shall not be any larger than 36" x 36". An exception shall also be made for the developer for the placement of signs advertising the subdivision. All such signs shall be professionally lettered and neatly installed.

**11. 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 offensive, noisy or

illegal activity shall be suffered or permitted upon any lot, nor shall any lot be used for any illegal purpose. No substance, thing or material shall be kept upon any lot that will emit foul or obnoxious odors or that will cause any noise that might disturb the peace, quiet and comfort of neighbors. No recreational use of all terrain vehicle, dirt bikes, motorcycles or any similar type vehicles shall be permitted within the subdivision.

**12. MAINTENANCE:** Each lot shall be kept and maintained completely free of any junk, trash and garbage

(including old vehicles and discarded appliances). No automobiles, trucks or other motor vehicles without a current license tag may be placed on the property unless being restored or worked upon, in which event, said vehicle shall be kept in a garage or other structure. Boats and trailers shall be kept in a neat and orderly appearance and not in view of the public. Trash and garbage must be properly disposed of in containers designed for that purpose. Each lot and the improvements constructed thereon shall be maintained in a good, safe and attractive condition, and grass must be mowed on a regular basis.

**13. FENCING:** All fences must be made of natural materials and shall not exceed four (4) feet in height.

**14. RIGHTS OF WAY:** No structure of any type will be placed upon those portions of the property reserved for

public utility easements and for a public (traffic) roadway for ingress and egress, nor will the roadway be obstructed, blocked or modified in any way not clearly in the public interest.

**15. ANIMALS:** No animals, birds, 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. Pets must be kept under control and shall not be permitted to annoy neighbors. Fenced pens or pet lots must comply with the building setbacks and must not exceed 200 square feet.

**16. ROADS:** Right-of-way easements forty (40) feet in width are reserved and granted over and across the roads

which traverse Phase I of the subdivision and a right-of-way easement twenty-five (25) feet in width is granted over Gibbs Drive as shown on the Plat for the purpose of ingress and egress for all lot owners. Road maintenance shall be shared equally by all lot owners on a pro rata basis.

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**17. PROPERTY OWNERS' ASSOCIATION:** There is created contemporaneously herewith the Stuart Mountain

Hideaway Property Owners' Association into which is hereby quitclaimed, transferred and conveyed all subdivision roads, common areas and common amenities and utilities. Each and every lot owner subject to this Declaration shall automatically, and by reason of such ownership, become a member of such property owners' association and shall be subject to its valid rules and regulation. Said association may or may not be organized as a corporate entity, however, each lot owner shall have one vote per lot in all transactions and business of the association. Also created by the association is an escrow account for the deposit by the lot owners and developer of funds on a prorated basis for maintenance and repair of roads, common areas and utilities. 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 are to be run with land and shall be binding on all parties and all persons claiming under 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 an instrument, signed by the majority of the then records owners of the land agree to change said covenants in whole or in part, is executed and recorded. These covenants cannot be amended or changed in any way prior to that time unless an instrument is signed by all of the property owners in said development.

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 way 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.

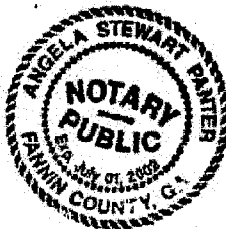
Signed, sealed and delivered  
in the presence of:

LPY Real Estate Investment Corporation

Laura A. Briggs  
Witness

John David Gibbs, Sr. (Seal)  
John David Gibbs, Sr., Manager

Angela Stewart Pantier  
Notary Public



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