

DECLARATION OF PROTECTIVE COVENANTS FOR BARTRAM RIDGE

GEORGIA  
Rabun County

This Declaration of Protective Covenants and Restrictions, made this 16<sup>th</sup> day of JUNE, 1997, by WESTWIND VENTURES, INC., the Developer.

**:WITNESSETH:**

WHEREAS, Westwind Ventures, Inc., a Georgia Corporation is the owner of a 147.096 acre tract of land located in Rabun County, Georgia and as depicted on a plat of survey of record in Plat Book 39, page 72 in the Office of the Clerk of the Rabun Superior court; and

WHEREAS, Westwind Ventures, Inc., will be developing said 147.096 acre tract of land in sections and is presently developing a section that contains eighteen (18) tracts of land numbered Tract 1 through Tract 18 inclusive; and

WHEREAS, Tracts 1 through 5 and Tracts 16 through 18 of Bartram Ridge Subdivision are depicted on a plat of survey dated May 2, 1997 and revised on June 10, 1997 and prepared by T. Lamar Edwards, Georgia Registered Land Surveyor Number 1837. Said plat is of record in Plat Book 39, page 186, in the Office of the Clerk of the Rabun Superior Court. Tracts 6 through 15 of Bartram Ridge Subdivision are depicted on a plat of survey dated May 2, 1997, revised on June 10, 1997 and revised on June 24, 1997 and prepared by T. Lamar Edwards, Georgia Registered Land Surveyor Number 1837. Said plat is of record in Plat Book 39, page 187, aforesaid records; and

WHEREAS, the Developer owns adjoining land, as aforesaid and therefore specifically reserves the right to place restrictions on said adjoining lands which may vary from the restrictions set forth herein; and

WHEREAS, the Developer may determine that it is necessary to change the lot configurations and/or the number of lots contained in the area that encompasses Tracts 1 through 18 inclusive and therefore the Developer reserves the right to do so; and

WHEREAS, it is in the best interest, benefit and advantage of the Developer and to each and every person and entity who shall hereafter purchase any of the said lands that are being developed, ( the above described Tracts 1 through 18 inclusive) that certain restrictions and affirmative protective covenants 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 WESTWIND VENTURES, INC., and each and every subsequent owner of lands that are being developed by said Developer, the undersigned do hereby set up, establish and declare that the following restrictions and covenants shall apply to all of said land and to all persons and entities owning said lands, with these covenants to be effective as of the date of this instrument and to be appurtenances running with the land and binding on all persons or entities claiming title under or through Westwind Ventures, Inc., until JUNE 16, 2017 at which time said covenants may be extended or terminated in whole or in part, as hereinafter provided, to wit: Said covenants shall be automatically extended for successive periods of ten (10) years each unless a document signed by a majority of the owners of said lots has been recorded agreeing to change or modify said covenants in whole or in part.

The purpose of these restrictions is to enhance and protect the beneficial use of the property described herein for its intended purpose as residential and vacation home sites. The restrictive covenants are made for the further purpose of preventing and prohibiting uses of said property which would interfere with legitimate residential purposes.

1. No tract described in this declaration may be subdivided or re-divided or

conveyed, except by its entirety (except by the developer or except as set forth herein). No tract shall be reduced to a size less than its size at the time of the conveyance from the Developer. A tract may be subdivided if the subdivided parts are added on to the adjoining tracts so as to increase the tract size. The purchasers of the subdivided parts shall be responsible for a pro rata share of any road maintenance fees that may be assessed for each tract. If a tract is increased in size, it will remain as one tract and may have only one residence and one guest house.

2. No pigs, sheep, cattle, poultry or fowl may be kept upon the property. A reasonable number of domestic household pets and one horse per tract may be kept upon the property, provided, however, that such use is not for a commercial or business purpose. No property owner shall allow any such animal to become an annoyance or nuisance to the neighborhood.

3. The property shall be restricted and used for single family residential purposes only. No business or commercial activity shall be conducted upon the property. No mobile homes shall be allowed upon the property. For purposes of this declaration, the term "mobile home" shall include modular homes, manufactured homes (double wide houses with shingled roofs), house trailers, campers, and any other home delivered to the property with wheels affixed. In addition there shall not be any factory built homes or any industrial type building or any structure not substantially built or assembled on the premises. It is further provided, however, that over the road recreational vehicles shall be allowed upon a tract so long as such vehicles are not permanently installed or occupied as a residence; and provided, that such lot shall have constructed upon it a completed residence.

4. Only one (1) single family residence may be located upon each tract and such residence shall have a minimum of one thousand two hundred (1200) square feet of heated floor space. The exterior of any residence placed upon the property shall be finished in wood, vinyl siding, stucco, brick, or stone or a combination of such materials. The exterior of any residential structure shall not contain any exposed concrete block. Concrete block used in the construction of a residence shall be covered with wood, brick, stucco or stone. In addition, one guest house may be constructed on each tract, provided the same contains a minimum of 600 square feet of heated floor space, provided further that there is a completed residential structure on the tract, and with it being further provided that a guest house may not be occupied as a permanent residence. No guest may occupy a guest house for a period of time in excess of thirty (30) days.

5. No chain link fences may be installed upon the property between the front street line and residence.

6. All residential structures, guest houses and other outbuildings constructed upon a tract shall be completed within one (1) year from the date of commencement of construction. Any guest house and other outbuildings constructed upon the property shall be constructed in accordance with the same guidelines required for residential structures except as to square footage. There is specifically reserved upon the property affected by this declaration an easement for the installation of utilities. Said easement shall extend for a width of fifteen (15) feet along the boundary lines of all tracts. No building structure shall be erected or placed upon such tracts nearer than twenty (20) feet from the right of way line of any street or road and no closer than twenty (20) feet to the adjoining property line.

7. The Developer hereby reserves a perpetual, non-exclusive eighty (80) foot wide road right of way easement on Black Bear Den Road (forty (40) feet on each side of the centerline of said road). The Developer also hereby reserves a perpetual non exclusive Road Right of Way Easement on any other road or street shown on said plat, with the width of the Road Right of Way Easement being shown on said plat. Overhead or underground electric power lines and other overhead or underground utilities will be installed within the commonly used road right of ways. Said road right of ways may also be utilized for the installation of all utilities including but not limited to electric power lines, telephone lines, TV cable lines, water lines, gas lines and sewer lines. NOTWITHSTANDING anything set forth hereinabove, the perpetual, non-exclusive easement being hereby reserved for the installation of utilities shall be of sufficient width to accommodate the installation of the same as determined by the utility companies,



individuals or entities installing the same. The above described perpetual, non-exclusive road right of way easement and utility easement being hereby reserved along, over, above and below all commonly used roads leading to and lying within the area being developed is being hereby reserved for the purpose of providing utility service to all tracts and also road access to the public road system of Rabun County, Georgia, from all tracts of land located in the area being developed. All utilities serving a particular tract, and located within the boundaries of the tracts in the area being developed, and all utilities extending into tracts from the above described utilities that are located within the common road right of ways, will be installed underground.

8. There shall be no noxious or offensive activities conducted upon said property nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. The property shall be kept in a neat and tidy condition. Refuse, waste, garbage, junk, inoperative motor vehicles, (unless said vehicles are parked in a residential garage or outbuilding), and other objects of a similar nature shall not be kept upon the property.

9. All household refuse and garbage shall be placed in underground containers or in a screened area concealed from adjacent dwellings and roads.

10. Plans for grading, clearing and disposal of debris must be approved beforehand by the Developer or the property owner's association and must conform to all government regulations concerning soil disturbance activity.

11. It shall be the responsibility of the property owner's to form a Property Owner's Association. All owners of tracts in Bartram Ridge shall automatically become members of the Bartram Ridge Property Owner's Association, with one vote per tract, including tracts owned by the Developer.

12. All roads shall be maintained by the owners of the properties described in this declaration (the Property Owner's Association) and not by the Developer, however, the Developer will pay a pro rata share of road maintenance for unsold tracts in the area being developed. The Developer reserves the right to assess the property owners for road maintenance until the property owner's association is formed. The Developer hereby reserves the option to transfer, convey and assign unto the Bartram Ridge Property Owner's Association, the property owners or any public governmental body all or any part of the road system serving the subdivision. All expenses or cost of maintenance and repair of said roads shall be prorated equally among the owners of the tracts described in this declaration. If a portion of said roads is taken over by the County, then said Owners shall only be responsible for that portion of said roads that is not taken over by the County. Any road damage caused by construction will be repaired immediately by the property owner involved, including the spreading of additional gravel on the damaged areas and also including the replacement of pavement that is damaged.

13. The Developer may install a water system that is served by one or more wells. If the Developer installs a water system, it will be mandatory for all tract owners who are subject to this Declaration to tap onto the water system. The Developer reserves the right to charge a tap on fee to each tract owner not to exceed \$2,800.00 per tract with it being further provided that each tract shall only have one tap on. A tract owner may not subdivide his water rights. The tract owner shall not be required to tap onto the water system until such time as the tract owner constructs a house on his, her, their or its tract. The tract owner shall not be required to pay a tap on fee or pay a prorata share for the maintenance costs and operational expenses (cost of electricity to operate the pump) of the water system until he, she, they or it tap onto the water system. Once a tract owner taps onto the water system, he, she, they or it will immediately pay a tap on fee and will thenceforth pay an equal, prorata share for the maintenance costs and costs of operating the commonly used parts of the water system with all other tract owners who are tapped onto the water system. The commonly used parts of the water system shall consist of one or more wells, one or more water pumps, one or more holding tanks and all commonly used waterlines. Maintenance costs shall include costs of repairs to the water system, and costs of maintaining and replacing the component parts of the water system as well as costs for electricity to operate the pump or pumps. Initially, the water system shall be operated by the Developer who shall be paid the tap on fee at the time of the tap on to the



water system to help reimburse the Developer for the installation costs of the water system. Once a tract owner is tapped onto the water system, there will be a quarterly assessment due and payable on the first day of each succeeding quarter thereafter for an equal prorata share of the above described costs for the operation of the water system plus a \$15.00 administrative charge per quarter payable to the Developer which the Developer shall retain for its time in overseeing the water system including the sending of quarterly statements to those who are tapped onto the water system. The 1st day of each quarter shall be January 1st, April 1st, July 1st and October 1st of each succeeding year. Notwithstanding the quarterly payment schedule set forth hereinabove, if a repair to the water system or replacement of a component part of the water system exceeds \$600.00, the Developer may immediately bill each tract owner who is tapped onto the system for an equal, prorata share of the expense rather than wait until the first day of the next succeeding quarter to submit a bill for a prorata share of said expense. The tract owner shall then have thirty (30) days from the date of the bill to pay his, her, their or its bill. The above described \$15.00 quarterly administrative fee may be increased by the same percentage increase as the percentage increase in the consumer price index as promulgated by the United States Government.

There will be a shut off valve on each waterline that serves each house on the system. The right is hereby reserved to shut off the water supply to anyone who is more than thirty (30) days delinquent in the payment of his, her, their or its bill. Water service will not be restored until the account is brought current.

The Developer for itself, as well as its heirs and assigns does not make any warranties whatsoever concerning the potability of the water and will be held harmless with regard to the potability of the water. Water usage shall be for a reasonable domestic purpose only which shall not include the right to irrigate grass or gardens.

Each tract owner who is tapped onto the water system shall be solely responsible for the maintenance of his, her, their or its individual waterline. Each user shall be responsible for keeping his, her, their or its waterline and plumbing system in good repair so as not to cause a drain on the system or soil erosion to the lands of another.

The Developer for itself, as well as its successors and assigns hereby reserves the right to discontinue the overseeing of the water system including the above described sending of bills to tract owners who are tapped onto the water system at any time it deems appropriate. It shall be the sole responsibility of the property owners, and not the Developer, for the property owners to form a Property Owner's Association for the maintenance of the water system. Once the Developer deems it appropriate to cease overseeing the water system, the Developer shall do so and shall thenceforth have no obligations whatsoever in connection with the water system but the same shall be the responsibility of the Property Owner's Association and the owners of the properties who are being served by the water system. After the Property Owner's Association is formed, the tap on fee will be paid to the Developer and not to the Property Owner's Association.

14. The above described water system may also serve tracts of land that will be developed in the future. The Developer plans to construct additional roads in the future when it develops other areas on its adjoining lands. All property owners who purchase lands from the Developer or who purchase lands from the successors and/or assigns and/or successors in title of the Developer, out of said 147.096 acre tract of land, will become members of the Property Owner's Association which shall be known as the Bartram Ridge Property Owner's Association. Each tract owner will pay an equal, prorata share for the maintenance and repair costs for all roads (except for private driveways) located within the boundaries of said 147.096 acre tract of land and each tract owner who is tapped onto the water system within the boundaries of said 147.096 acre tract of land, will pay an equal, prorata share for the maintenance costs, repair costs, replacement costs and operational costs (cost of electricity) of the water system.

The property owners, and not the Developer, have the responsibility to form the Property Owner's Association, as aforesaid.

15. The above described restrictive covenants shall constitute restrictive covenants running with the land and shall be binding upon the owners of the above described

property, their heirs, executors, administrators, successors and assigns. A violation of these restrictive covenants shall not result in a forfeiture of title. These restrictive covenants shall only apply to those lands described in this Declaration of Protective Covenants.

The Developer as well as any person or entity who are subject to these restrictive covenants may enforce these restrictions by bringing a proceeding at law or in equity against any person or persons or entities violating or attempting to violate any of these restrictions either to prevent them from doing so or to receive damages for such violations, or both. Invalidation of any of these restrictions by a court of law, shall not affect any other provisions contained herein which shall remain in full force and affect.

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

WESTWIND VENTURES, INC.  
By: [Signature] (SEAL)

Attest: [Signature] (SEAL)

(Corporate Seal)

Sworn and subscribed to  
before me this 16<sup>th</sup>  
day of June, 1997.

[Signature]  
Unofficial Witness

[Signature]  
Notary Public

My Commission Expires: 6 April 1998

\* NOTARY SEAL \*

RECORDED THIS THE 2ND DAY OF JULY, 1997

[Signature]

CLERK, S.C.

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