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Cleveland, GA 30528

**DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS FOR
LONG MOUNTAIN ESTATES SUBDIVISION**

**STATE OF GEORGIA
COUNTY OF WHITE**

This Declaration of Protective and Restrictive Covenants made and published this 16th day of **February, 2021**, by **McLean Enterprises of North Georgia, LLC**, a Georgia limited liability company, hereinafter (“Declarant”) and consented to by **Neil Kenneth McLean and Margaret Hata McLean**, hereinafter (“Owners”)

WITNESSETH

WHEREAS, McLean Enterprises of North Georgia, LLC is the developer representing Owners, Neil Kenneth McLean and Margaret Hata McLean, of a subdivision in the County of White, State of Georgia known as “Long Mountain Estates”, the same subdivision of all those certain lots numbered one (1) through five (5) delineated by final subdivision plat for Long Mountain Estates prepared by Geo Imaging, Registered Georgia Land Surveyor, dated September 19th, 2017, and recorded in Plat book 2018, Page 7, of the White County, Georgia Deed Records, which plat is incorporated herein by reference as a part hereof. Note: for the purposes of clarification Lot 1 on the afore-described plat has been subdivided into those parcels designated as Lots A, B, C, and D on that plat recorded in plat book 2019, page 96, Georgia Deed Records, which plat is incorporated herein by reference as a part hereof.

WHEREAS, it is to the best interest, benefit and advantage of said Declarant as well as to the benefit, interest and advantage of each and every person who shall hereafter purchase and acquire any lot in the Long Mountain Estates Subdivision that certain protective and restrictive covenants governing and regulating the use and occupancy of same be established, fixed and set forth and declared to be covenants running with the land.

NOW, THEREFORE, for and in consideration of the premises and of the benefits and advantages to be derived by Declarant and the owner of lots within Long Mountain Estates Subdivision and every subsequent owner of a lot therein, McLean Enterprises of North Georgia, LLC does hereby establish, promulgate and publish the following Protective and Restrictive Covenants, (the “Covenants”) which shall bind all persons hereafter owning subdivision lots. These Covenants shall be effective immediately upon recording of this instrument in the Office of the Clerk of the Superior Court of White County, Georgia and shall run with the land and be binding on all persons claiming under and through the

Declarant for a period of twenty (20) years from the recording date of the Covenants, at which time said Covenants may be extended, amended or terminated in whole or in part as hereinafter provided.

1. LAND USE AND BUILDING TYPE

No residence shall be established (Established= 30 days of occupancy) on any lot in a trailer, mobile home, RV, basement, tent, shack, garage or any other outbuilding. After White County issues a building permit for a lot, an RV will be permitted as long as a septic tank is on the property.

- a. No RV or RV hook up can be visible from the public road.
- b. Only one RV hookup per lot.
- c. RV not enclosed in a garage must have insurance and an active (not expired) registration.

2. ARCHITECTURAL CONTROLS

No dwelling or other structure shall be erected, placed, altered or permitted to remain on any lot in the subdivision unless the dwelling design or structural plans, specifications and plat plans showing the location of the dwelling or structure have been approved in writing by the Architectural Control Committee as to design, quality of workmanship and materials, and harmony of external design with existing structures, and proposed plans shall include a landscape scheme and shall identify driveways, turnarounds, walkways and other significant landscape features.

3. ARCHITECTURAL CONTROL COMMITTEE

- (a) The ACC, as a committee appointed by the Developer, shall have responsibility for approval of the matters described in this section. Until such time that notice of a change of the identity of the ACC or the address for same has been recorded among the deed records of White County, Georgia, the ACC may be reached by contacting Neil Kenneth McLean at 1633 Daybreak Road, Cleveland, GA 30528.
- (b) As to any portion of the Property or any Lot contained therein, no house, garage, carport, play house, fence, wall, swimming pool or other structure, improvement or dwelling, whether or not such structure, improvement or dwelling is intended for occupancy, shall be commenced, erected or maintained thereon, nor shall any exterior addition to any existing structure or change or alteration therein be commenced until complete final plans, drawings and specifications thereof showing the nature, kind, shape, height, materials, basic exterior finishes and colors, locations and floor plan thereof, and showing front, side and rear elevations and grade, have been submitted to and approved by the ACC, its agents, successors or assigns, as to harmony of exterior design, general quality of materials and as to location in relation to surrounding structures and topography. The ACC may, in its sole discretion, waive this requirement in whole or in part. The ACC shall be entitled to retain possession of a copy of such plans, drawings and specification if it so chooses.
- (c) If the ACC fails to approve or disapprove such plans, drawings and specifications within 14 days after receipt of written notice that such plans, drawings and specification have been submitted to it and approval requested, the ACC shall be deemed to have approved said plans,

drawings and specifications. The ACC's approval or disapproval as required hereby shall be in writing.

(d) Refusal or approval of plans, drawings, specifications, materials or location may be based upon any grounds, including purely aesthetic considerations, which, in the sole and uncontrolled discretion of the ACC or its agent, shall be deemed sufficient. All ACC decisions shall be final and binding.

(e) Notwithstanding anything contained herein to the contrary, no action of the ACC is intended to be, nor shall any action be constructed to be, approval by the ACC of the adequacy, reasonableness, safety or fitness for intended use of the submitted plans, products or construction or satisfaction of zoning or any other regulatory requirements. Neither Developer nor any member of the ACC shall be liable in damages or any other respect to anyone submitting plans and specifications for approval under this Article, or to any Owner, or any other person with an interest in the Lot or Dwelling Unit, by reason of mistake in judgment, negligence, malfeasance or nonfeasance arising out of or in connection with the approval of, disapproval or failure to approve or disapprove any such plans or specifications.

(f) The ACC may at any time, and from time to time, delegate or assign, in whole or in part, the rights and authorities granted by this Section.

(g) The ACC is initially composed of the Declarant.

4. ANIMALS AND PETS

Animals must be housed and tended to and housed properly on the land. Owners are allowed to have farm animals for personal use. If animals become an annoyance, nuisance or toxic trade, property owners can make a formal complaint that can be addressed by property owners. Dogs must be on leash or voice command.

5. SHOOTING & HUNTING IN SEASON

Only property owners may shoot or hunt on their property and notify the Keeper of Long Mountain Estate Gun Safety and Calendar, to ensure safety of all property owners and their families. Property owners must also be considerate of the surrounding residential neighborhoods. No short-term rental guests or long-term residential guest will be allowed to shoot or hunt on property without property owner.

6. OFFENSIVE TRADE

No noxious or offensive trade shall be carried on or upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to other lot owners.

7. RENTALS

Short-term rentals will have a minimum of three days. Long term rentals are allowed but have the same restrictions of short-term rentals.

- a. No "For Rent" or any other rental advertising sign, banner, sticker or any other visual allowed.
- b. No public "Hunting" rentals allowed.
- c. No open fires for renters. Fire Pit/Bonfire/Outdoor BBQ area MUST be provided to renters (If you chose to have a rental property) that is specifically designed, identified and designated for rental use. Gas/propane fire pits must be a cleared and controlled environment that is approved by the committee prior to the arrival of the first rental guest to the property. Area must always have a readily accessible fire retardant at the burning site during the rental period.
- d. No environmentally hazardous burning allowed such as plastics and rubber.
- e. Owners will be ultimately responsible for any loss or damages to the community caused by their guests, whether renting or visiting.

8. SIZE OF DWELLING

The following rules apply to the dwelling built on the property.

- a) In the case of a one (1) story structure, no dwelling shall be erected on a lot in the subdivision where the ground area thereof shall be less than 1,200 sq. ft. of heated space, exclusive of a basement.
- b) In the case of a two (2) story structure, no dwelling shall be erected on a lot in the subdivision where the main level shall be less than 900 sq. ft. of heated space and where the total square footage of both stories shall be 1,500 sq. ft. of heated space.
- c) In the case of a split-level structure, no dwelling shall be erected on a lot in the subdivision where the finished and heated living area shall be less than 1,500 sq. ft.
- d) These minimum requirements of square foot ground areas shall be exclusive of porches, garages, patios, outside storage rooms, or any unheated areas.
- e) All builders shall be approved by the Architectural Control Committee prior to construction commencing on any lot.

The in-law Suite/Apartment needs to be connected by a breezeway according to county ordinances.

- a) All of the rules above apply with the exception of the square footage.
 - (1) story structure should have a minimum of 500sq ft. heated.
 - (2) story structure should have a minimum of 800sq ft. combined heated.

9. ENFORCEMENT

- a) Violations on the part of a Lot owner or his heirs, administrators, executors and assigns during the term of these restrictions shall afford the Declarant and any other lot owner a right of action at law or in equity against the person or persons violating these covenants, and the violator shall be liable, in addition to any other damages proven, for reasonable attorney fees and court costs of the one prosecuting the violation.
- b) Because damages may be difficult or impossible to prove in the event of violation, Declarant or its successor may impose a fine for violation of Covenants not to exceed \$50.00 per day

after notification. A violation shall be deemed continuing until it is discontinued in its entirety.

- c) A Certified written notice will be sent to the address on file (not specific property address) of any possible infraction to the rules. After a specified time in said notice, a certified warning with notice of intent to pose a fine will be sent out with a specified dead line for the owner to either present a written case, or a written resolution to the board with a specific time frame in which the infraction will be resolved.

10. SEVERABILITY

Invalidation of any one or more of these covenants by a Judgment of any Court having jurisdiction of the subject matter shall in no way affect any of the other provisions herein contained, but such other provisions and protective covenants shall remain in full force and effect.

11. TERM

These Covenants shall run with the land and be binding on all parties hereinafter owning a lot in said subdivision, their administrators, executors, heirs and assigns and all persons claiming under them for a full period of twenty (20) years from the date these Covenants are recorded in the Office of the Clerk of the Superior Court of White County, Georgia and at the expiration of said 20 year period said Covenants shall be automatically extended for successive periods of ten (10) years unless modified by an instrument signed by a majority of the then lot owners in said subdivision agreeing to change such Covenants in whole or in part, which instrument shall be filed for record in the office of the Superior Court of White County. These Covenants may be amended only by a majority of lot owners in good standing (dues paid) in the subdivision, and any modifications shall be effective only upon recording said modifications in the Office of the Clerk of the Superior Court of White County Georgia. Notwithstanding anything to the contrary hereinabove, neither Declarant nor lot owners shall be permitted to increase or decrease the square footage requirements of dwellings as required in entitled "SIZE OF DWELLING" hereinabove.

12. OWNERS ASSOCIATION

The owner of a lot by virtue of owning property subject to this Declaration shall be a member of an Owners Association to be known as "Long Mountain Estates Subdivision Association, Inc." provided that they are in good standing (dues paid), however, any person or entity who holds any such interest merely as security for the performance of any obligation shall not be entitled to membership. The owners of lots shall enter into an agreement among themselves to formalize as an incorporated body the Owners Association to be known as Long Mountain Estates Subdivision Association, Inc. to be governed by such charter and or by-laws as shall be appropriate. The primary purposes for the Owners Association shall be (a) to enforce the provisions of the within Declaration, (b) to preserve, as far as practicable, the natural beauty and to ensure the best development of the property, and (c) to provide for the continuing maintenance and preservation of the common property serving said subdivision, street lights, fences and entrance landscaping for common areas.

One vote is designated for each lot. In a case of a tie, deliberation will continue until a plan is proposed that gains a majority vote.

13. FEES

All Property Owners in the subdivision shall pay annual road maintenance (\$100 per vacant lot & \$125 with dwelling) / HOA fees to the Long Ridge Homeowners Association. Long Mountain Estate Subdivision Association Fees are set to \$500.00 per lot per year, as currently established as of the date of this Declaration. The respective Associations may change these fees and all Property Owners shall pay those amounts which are subsequently charged by said Associations.

14. COVENANT FOR MAINTENANCE ASSESSMENTS

Any assessment not paid within sixty (60) days after its due date shall bear interest from the due date at a rate of ten percent (10%) per annum. The Association may bring an action at law or in equity against the owner personally obligated to pay the same, or file and foreclose liens against the property of that Owner. Owner may not waive or otherwise escape liability for the assessments provided for herein by non-use of the Roads or Common Area or abandonment of his lot. It being to the further mutual advantage of Declarant herein and any subsequent Owners or purchasers of any of the above-described property to allow and authorize collection of said amounts, Declarant and subsequent Owners hereby authorize and agree that a lien shall be placed on the deed records of White County, Georgia, against the defaulting property and/or Owners until said sum shall be paid in full.

ESSENTIAL PROJECTS (Any maintenance or repair that have to be made for safety purposes. Example: Roads, gate, lighting etc.)

Before work begins on a specific project, it must be presented to owners with 3 different solutions, 3 different quotes, a timeline, costs and a reasonable amount of time for owners to prepare for the financial cost of the project. There needs to be a majority vote on the option selected in which the assessment will be imposed on the owners.

In the event of an emergency where a project needs to be addressed immediately without the time available to go through the above process, the Long Mountain Estates Property owners under the guidance and approval of the Declarant will be able to immediately address the emergency at hand to the best of their discretion. After the situation is handled, the owners will review the costs acquired, will deliberate on a reasonable timeline for repayment and after a majority vote, the assessment will be imposed.

NONESSENTIAL PROJECTS (Anything that has nothing to do with the safety of the owners and guests.)

Any costs on a project that exceeds the voted on and allocated amount coming out of the HOA budget, will have to forgo another vote with a majority voting to move forward with the higher cost. If the vote moves the project forward, the difference in cost will be divided by the owners and a special assessment will be imposed. If the Property Owners do not agree with the extra cost, then the project needs to be halted until the next HOA budget allocations can cover the difference, or another solution can be approved and voted upon by the owners.

15. LAND USE RESTRICTIONS

The Covenanted Property shall be used for residential and/or personal agricultural purposes only. See Note on RENTALS (#7) ON Declaration of Protective and Restrictive Covenants. With provisions for short term rentals with a minimum of three days.

16. NATURAL PRESERVATION

To maintain the beauty, privacy and naturalness of the area, no clear cutting of lots is allowed 15 feet from the subdivision road and 10 feet from property sidelines except in the case of dead or diseased trees or trees that pose a threat to structure, human lives or the health of the surrounding woods. Such trees must be removed by, and at the expense of, the Owner or by the Association at the expense of the Owner. Trees six (6) inches in diameter at the base and over, must remain in an area fifteen (15) feet deep along roads and ten (10) feet on adjacent sides of lots. Clear cutting for location of the dwelling and appurtenant structure shall be allowed in addition thereto. If a scenic view or solar heating is desired, trees may be removed to accomplish the same notwithstanding the foregoing, with the express written permission of the Board of Directors of the Association. No Kudzu plant, seed, clipping or any other form of adverse vegetation shall be brought onto the property.

17. EASEMENTS

Easements for the installation and maintenance of public utilities and drainage facilities within the street rights-of-way are reserved. Easement for the maintenance of existing utilities and drainage facilities on any lot is reserved. Easement is reserved for the maintenance of any pipe or other surface drainage structure erected, placed, or altered which provides conveyance of surface drainage water from a lot other than the property the structure or pipe is on.

18. PROTECTION OF STREAMS

No grading on any of the Covenanted Property shall be allowed which would in any way result in pollution or diminution of the flow of any stream running through the Covenanted Property.

19. ASSESSMENTS POWERS

Declarant and its successor, Long Mountain Estates Subdivision Association, Inc. shall have the power to assess each lot owner in the subdivision, to effectuate the purposes of the association spelled out above, and all such assessments owed by any lot owner to the Association shall constitute a lien against the lot of such owner provided, however, that entity who holds an interest in any such lot merely as security for the performance of an obligation of the owner. It shall be incumbent upon the purchaser of any lot to ascertain whether or not the lot is subject to a lien held by the Association for non-payment of any assessment and the failure by a purchaser to make such inquiry shall not affect the validity of any such lien. The Association shall respond promptly to any prospective lot purchaser and any such lot purchaser shall be authorized to rely upon the written response from the Association to the extent of the information stated therein. Assessments shall accrue interest at ten (10%) per year from due date, and assessments shall also accrue costs for recording on the public records and reasonable attorneys fee if collected through an attorney at law

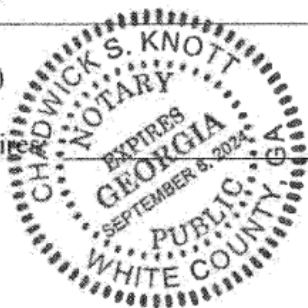
IN WITNESS WHEREOF, the undersigned has hereunto set their hand and seal the day and year first written above.

In the presence of:

Samon Evans
Unofficial Witness

[Signature]
Notary Public
(Notary Seal Affixed)

My Commission Expires: _____



McLean Enterprises of North Georgia, LLC:

[Signature]
Member: Neil Kenneth McLean

[Signature]
Member: Margaret Hata McLean

IN WITNESS WHEREOF, the undersigned has hereunto set their hand and seal the day and year first written above.

In the presence of:

Samon Evans
Unofficial Witness

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Notary Public
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My Commission Expires: _____



[Signature]
Neil Kenneth McLean

[Signature]
Margaret Hata McLean