

Dmg

**DECLARATION OF PROTECTIVE AND
RESTRICTIVE COVENANTS FOR SETTLER'S BLUFF**

GEORGIA
LUMPKIN
COUNTY

GEORGIA, LUMPKIN COUNTY
CLERK OF SUPERIOR COURT
Filed 1:35 P.M. 03.18.05
Recorded *Red* Book K25 Page 145
Edward E. Tucker 151
EDWARD E. TUCKER, CLERK

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Halls Mill, LLC, (hereinafter called Developers) are the owners of certain lands known as Settler's Bluff Subdivision on a plat of survey dated the 18th day of January, 2005, prepared by Geolmage, LLC entitled Final Subdivision Plat for Settler's Bluff the same to be placed of record in Lumpkin County, Georgia records; and

WHEREAS, Developers, in order to provide for the orderly development, improvement and maintenance of the property and to provide for the mutual benefit and protection of the property rights of themselves and of the persons who may hereafter own and reside on the property, do desire to establish certain standards, impose certain restrictions, provide for a property owner's association and reserve unto themselves certain rights and privileges; and

NOW, THEREFORE, for and in consideration of the premises, and the mutual benefits accruing to Developers and to the subsequent purchasers of the property, Developers do hereby declare said real property to be subject to the following covenants and restrictions, said covenants and restrictions to run with the title to said land. Said covenants and restrictions shall be binding on and inure to the benefit of Developers, their successors and assigns, and shall be binding on and inure to the benefit of Grantees of any deed conveying any building site, parcel or tract, as well as their heirs, successors and assigns. Developers shall also have the right to make further phases of the development subject to the same covenants and restrictions by means or a supplemental declaration to be recorded on the public records at Lumpkin County which shall describe any such property so added to these covenants and restrictions. Said covenants and restrictions shall be as follows:

I.

PROPERTY SUBJECT TO DECLARATION

The real property which is, by the recording of this Declaration, subjected to the covenants, conditions, restrictions, easements, assessments and liens hereafter set forth and which, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to this Declaration is the real property lying and being in Land Lots 1063 and 1072 of the 12th District, 1st Section of Lumpkin County, Georgia known as Settler's Bluff Subdivision.

9 0145

II.
PERMITTED AND PROHIBITED USES

1. All building sites within the development shall be owned and used exclusively for single family residential purposes. No more than one dwelling shall be constructed on any building site as platted.
2. Free standing garages and accessory building may be constructed but shall not be used for permanent or temporary residence purposes. The design of all such garages and accessory buildings shall be in keeping with the house as determined by the Architectural and Landscape Control Committee; Walls, hedges and fences constructed along lot lines shall also be subject to the rules and regulations of the Architectural and Landscape Control Committee. No satellite dishes, regardless of size, antennae or traditional television antennae may be installed or placed on any site without approval of the Committee.
3. Clotheslines or drying yards shall be located so as not to be visible from the road. All propane gas tanks and other such tanks shall be either screened from the road and from adjoining lots or shall be buried. No window air conditioner shall be installed in any structure.
4. No trailers, motor homes, boats, boat trailers or habitable motor vehicles of any nature shall be kept on or stored on any part of the property unless they are screened in such a way as not to be visible from the road or adjoining property.
5. No sign of any character shall be displayed or placed upon any part of the property except a sign identifying the residence and the owner, the dimensions and design of which shall be subject to the regulations of the Architectural and Landscape Control Committee. Mailboxes shall comply in dimension and design to regulations of the Committee. "For Sale" signs may be displayed subject to compliance with regulations of the Committee. An advertising sign identifying the master lender for the Developers may be displayed by the Developer.
6. Subject to governmental regulations, garbage and trash receptacles shall be located as not to be visible from the street and shall be maintained in good condition.
7. Household pets, such as dogs and cats may be kept or maintained in reasonable numbers as pets for the pleasure and use of the occupants. Kennels, pens or other facilities whereupon pets are kept shall be set back from property lines and adequately screened so as not to be a nuisance to the residents of other building sites.
8. No trees measuring five inches or more in diameter at ground level shall be removed without the written approval of the Architectural and Landscape Control Committee at any time regardless of reason. All grading and landscape plans must also be approved by the Committee. Removing trees to provide a scenic view by thinning may be approved in the sole discretion of the Committee. Lot owners are required to keep lawns to a bare minimum and as approved by the Committee and in the immediate vicinity of the house.

9. No weeds, garbage or refuse piles, trash or other unsightly objects shall be allowed to be placed or suffered to remain on any part of any lot, including vacant building sites, except within three days of scheduled commercial pick-up.
10. No property owner will do or permit to be done any act upon his property which may be or is or may become a nuisance to other property owners or residents or which disturbs the peace of other residents. This prohibition shall include but not be limited to keeping of animals and operation of machinery or equipment which makes an unreasonable amount of noise.
11. No lot or tract in the development shall be further subdivided by any owner. However, the owners shall have the right to adjust the boundary lines between their lots, so long as no new lots are created.
12. No lot shall be used for any commercial purpose which generates any traffic, noise, dust, odor or other effect which becomes a nuisance or a disturbance to the peace of other owners.
13. No dirt bikes, trail bikes, two, three or four wheeled motorcycles or all terrain vehicles shall be operated on any part of the development at any time including the public or common use roads of the development except as transportation between the development and the public highway. All automobiles, trucks and other vehicles shall be muffled in such a way that their operation in the development shall not constitute a nuisance. No abandoned cars, trucks or other vehicles shall remain on lots.
14. Any exterior lighting unattached to the house or garage must be approved by the Architectural and Landscape Control Committee.
15. Mobile homes and manufactured housing are strictly prohibited.
16. All building materials, driveway locations, and driveway construction materials are subject to review and approval of the Architectural and Landscape Control Committee.
17. Neither a temporary or permanent residence shall be established on any lot in a trailer mobile home, basement, tent, shack, garage or any other outbuilding. No residence of a temporary character shall be permitted under any circumstance.
18. In order to promote uniformity and attractiveness of appearance, all mailboxes in the subdivision shall be constructed and erected according to the same specifications, detail of which shall be determined by the Architectural and Landscape Control Committee. No others shall be permitted.
19. No fencing shall be erected, placed, altered or permitted to remain on any lot in said Subdivision until the design, location, and materials are approved in writing by the Architectural and Landscape Control Committee.
20. No noxious or offensive activity shall be carried on or upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the

neighborhood. All vacant Lots shall be consistently maintained and kept neat in appearance by the Lot Owner.

21. No dwelling shall be erected on any lot where the ground area thereof shall be less than 1,500 square feet of heated space. In the case of a two story structure, no dwelling shall be erected on any lot in said subdivision where the ground area thereof shall be less than 1000 square feet of heated space and where the total square footage of all the stories shall be less than 1500 square feet. These minimum requirements of square foot ground area shall be exclusive of porches, garages, patios outside storage rooms or any unheated areas.

22. All dwellings which have a garage are required to have at least a two car enclosed garage.

23. All of the lots in said subdivision shall be known, described and used solely as residential lots and no structure shall be erected, altered, placed or permitted on any lot other than a one detached, single family dwelling, which shall not exceed three stories in height above the ground. The erection of a detached garage or bath house to accompany a private swimming pool shall be permitted if consistent and harmonious with the style and construction of the residential dwelling on said lot. All dwellings or homes located on said lots shall be subject to approval of the Architectural Control Committee as provided for hereinafter with exteriors of brick, rock or other material if approved by the Architectural Control Committee. No exposed concrete or concrete blocks shall be permitted.

24. Each owner and occupant of a lot shall park automobiles and other vehicles only on such lot, and no owner or occupant shall park any automobile on the street of the subdivision as a matter of course. Any vehicle which is inoperable shall be towed away.

III.

ARCHITECTURAL AND LANDSCAPE CONTROL COMMITTEE

1. All plans for any and all buildings or any additions to existing structures, all walls, fences, hedges used as walls, swimming pools, tennis courts and recreational facilities must be presented to and approved by the Architectural and Landscape Control Committee (hereinafter called the Committee) in writing prior to the commencement of any construction, and the approval by the Committee shall be granted or denied in accordance with the provision of the manual for the Committee.

2. The Committee shall consist of not fewer than three (3) members. Until such time as Developers deem it necessary and advisable, Developers shall serve as the members of the Committee. At such time as Developers deem that an additional member is advisable, they shall announce such member from the list of lot owners.

3. The Committee shall approve or disapprove plans submitted to it within thirty (30) days after an application has been made to the Committee, or if it fails to act within such time, the application shall be deemed to have been approved.

4. Upon completion of the dwelling construction, the lot owner shall complete the landscaping of said lot in compliance with the landscaping plans submitted to the Architectural Control Committee, which shall include the clearing of all building debris, stumps and any other unnatural foliage.

IV.
NOTICE OF PENDING DEDICATION

Streets shown on the Settler's Bluff plat of survey and the entirety of the water system are to be dedicated to the Lumpkin County Governing Authority.

V.
PROPERTY OWNERS' ASSOCIATION

1. As soon as Developers deem in their sole discretion, that an association of lot owners should be activated, they shall activate a property owners' association for the purpose of maintaining the standards and enforcing the restrictions contained in this Declaration of Covenants and Restrictions, and for such additional purpose as its membership shall from time to time deem necessary and proper. If, at some time, Developers and the association deem it to be in the best interest of the community to surrender control and operation of the system to the association. Said association shall be known as the Settler's Bluff Property Owners Association, but may be organized as a corporation or an unincorporated association. All owners of building sites within the development shall, by acceptance of their deeds, be required to become members of the association and shall be subject to its rules and regulations. Each platted building site within the development shall have one vote. Developers shall have one vote for each lot which has not been sold.

2. The association shall have, in addition to those powers and authority contained elsewhere in this Declaration, and not by way of limitation or restriction, the powers and authority to enforce and provide for the enforcement of the covenants and restrictions contained herein;

VI.
ENTRANCE MAINTENANCE

Lot owners also will pay to Developers the sum of One Hundred and Twenty Dollars (\$120.00) per year for landscaping and maintenance of the entrance area. Developers may increase the annual fee no more often than annually and by no more than twenty-five (25) per cent of the then-current rate at any adjustment.

The Developers may at any time determine that it is in the best interest of the community for the Property Owners' Association to assume responsibility for the entrance maintenance, and;

- a) To provide for the common protection and security of the development;
- b) To assess and collect from the members such sums as may be necessary or proper to maintain the entrance area. However, in no event shall the Association have the right or authority to assess and collect from the members a sum greater than Two Hundred Dollars (\$200.00) per year unless such additional charges are authorized by the vote of at least seventy-five per cent (75) of the owners of lots who are entitled to vote;

c) Assessments and charges, if not paid within thirty (20) days following notification, shall constitute a lien on the subject lot or part thereof, which lien shall also secure all costs including reasonable attorney fees incurred by the association in connection with the collection of the assessment or enforcement of the lien;

d) The Association shall have the power and authority to adopt rules and regulations by a sixty-six per cent (66%) vote of its members which shall be binding and enforceable against all members;

e) By way of illustration and not as a limitation, the Association shall have the authority to maintain and repair any portion of the development. It shall have the authority to employ or contract for the employment of security personnel and provide for any trash or rubbish removal services required or desired by its members;

f) When Developers desire to activate the association, they shall give all of the then owners of lots written notice of that fact, shall give all owners a copy of the proposed by-laws of the association, and shall give all owners notice of the date of the first meeting of the association. At the said first meeting the by-laws will be approved and adopted by the members unless the members make any changes in the by-laws by the vote of 66% of the owners of lots. The initial officers of the association shall be elected at the first meeting. After the adoption of by-laws and election of officers of the association, Developers shall have no further responsibility or liability for the maintenance of any signs, etc. and such responsibility shall be the sole responsibility of the Association.

VII.

EFFECTS OF COVENANTS AND RESTRICTIONS

1. These covenants and restrictions shall run with the land and shall be binding upon all parties and all persons claiming under them for a minimum period of twenty (20) years from the date these covenants and restrictions are recorded, after which the said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless by an instrument signed by 66% of the then-owners of the building sites has been recorded agreeing to terminate or change said covenants and restrictions in whole or in part.

2. These covenants and restrictions may be changed, modified or amended by a duly recorded instrument signed by the owner or owners of 66% of the building sites in the development.

3. Each and every covenant and restriction contained herein shall be considered to be an independent and separate covenant and agreement, and in the event that any one or more of said covenants or restrictions shall, for any reason, be held to be invalid or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect. The failure of any party or person to enforce a covenant or restriction contained herein in any instance or against any person shall not constitute a waiver or abrogation of said covenant or restriction.

4. The covenants and restrictions contained herein are supplementary to, and independent of any and all laws or rules of any governmental agency, and except insofar as these covenants and restrictions shall be rendered void or shall be in conflict with the laws or rules of any governmental agency they shall not be deemed to have changed by virtue of any law or rules hereinafter enacted or established by a governmental agency.

0 0150