

DOCH# 004193  
 FILED IN OFFICE  
 8/10/2017 10:50:00 AM  
 BK:1124 FG:466-478  
 JENNIFER E. JORDAN  
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 Hartman-Imbriale, LLP  
 744 Noah Dr., Ste. 110  
 Jasper, GA 30143

Cross Reference:  
 Plat Book 2017, Page 26-28

## DECLARATION OF EASEMENTS COVENANTS AND RESTRICTIONS

FOR

### SETTLER'S RIDGE SUBDIVISION

STATE OF GEORGIA  
 COUNTY OF PICKENS

THIS DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS, made and published on the 3<sup>rd</sup> day of March, 2017 by TBB3334, LLC, a Georgia Limited Liability Company having a mailing address of 103 Nelson Oaks Drive, Ball Ground, GA 30107 (hereinafter collectively referred to as "Declarant" or "Developer"), for SETTLER'S RIDGE SUBDIVISION (hereinafter referred to as the "Subdivision") pursuant to Plat recorded in Plat Book 2017, Page 26-28, Records of PICKENS County, Georgia (hereinafter referred to as the "Plat"),

### WITNESSETH

WHEREAS, Declarant is the owner of the Subdivision, the Subdivision being a subdivision of all of those certain lots, tracts or parcels of land lying and being in Land Lot 218 of the 4th District, 2nd Section of Pickens County, Georgia as shown on the plat of survey referenced herein (which may be amended from time to time hereafter). The Declarant and the Association have the right, but not the obligation, to subject other real property to this Declaration in the future.

And WHEREAS, it is to the interest, benefit and advantage of Declarant and each and every person who shall hereafter purchase any lot in the Subdivision (hereinafter collectively referred to in the singular as a "Lot" and in the plural as "Lots"), same being shown on the recorded survey referenced above, that certain protective covenants governing and regulating the use and occupancy of the Subdivision 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 Declarant and each and every subsequent owner of any of the Lots, Declarant does hereby set up, establish, promulgate and declare the following protective covenants to apply to all of the Lots and to all persons owning the Lots, or any of them, hereafter. These protective covenants shall be binding on all persons claiming under and through the Declarant until twenty (20) years from and after the date of this instrument, at which time such covenants may be extended

as hereinafter provided. The Declarant does not intend by this instrument to submit this property to the terms and conditions of The Georgia's Property Owners' Association Act (O.C.G.A. § 44-3-220 to § 44-3-235 (2004))(and as Amended thereafter).

WITNESSETH:

1.

All Lots are subject to this Declaration and all Lot owners shall be deemed Members of the HOA. All Lots within the subdivision or upon the Property shall be used for residential purposes only. No buildings or other structure shall be erected, altered, placed or permitted to retain on any Lot other than one single-family dwelling. ALL DWELLINGS, INCLUDING SPECIFICATIONS FOR SIDING AND/OR PAINT COLORS, MUST BE APPROVED BY THE DEVELOPER PRIOR TO CONSTRUCTION, ADDITION OR EXTERIOR REMODELING.

Upon the transfer of the architectural control from the Declarant to the HOA, The HOA shall establish an Architectural Review Committee (ARC), and the members of the ARC shall be comprised of Members of the Association, and appointed by the Board. The ARC shall be empowered to review, decline or approve all construction and modification of dwellings and landscaping upon any Lot, and the ARC may establish and enforce additional timelines, procedures, guidelines, specification and rules which shall supplement the terms and conditions of this Declaration and be binding upon all Lots. In the event of any conflict between the timelines, procedures, guidelines, specification and rules established by the ARC and this Declaration, the timelines, procedures, guidelines, specification and rules of the ARC shall control. The owner of any Lot may request from the HOA Board a written copy of the procedures for requesting an exemption or variance to any of the covenants and restrictions outlined herein.

2.

No Lots shall be re-subdivided nor shall more than one house be erected on any one Lot. This provision shall not be interpreted to prevent the Declarant or Developer from making modifications in the recorded subdivision plat as to Lot size or lines.

3.

2

No old, new, complete, or used house may be moved onto any Lot. No mobile home or other modular home shall be placed or erected on any Lot of the subdivision. A mobile home is a detached single dwelling unit designed for long-term occupancy, containing sleeping and living areas, a flush toilet, and tub or shower bath, and kitchen facilities, equipped with plumbing and electrical connections and designed for transportation after fabrication on streets or highways on its own wheels or on detachable wheels, arriving at the site as a completed dwelling unit and ready for occupancy after minor or incidental unpacking, assembly operation on jacks or other temporary or permanent foundation, connection to utilities and the like. Removal of the wheels and placement on a foundation does not change its classification. A modular home is a factory fabricated transportable building consisting of building units designed to be incorporated at a building site on a permanent foundation as a permanent structure with the appearance of a conventionally on-site constructed building and to be used for residential purposes.

## 4.

No trailer, tent, shack, barn, or other outbuilding shall be placed or erected on any Lot in the subdivision nor shall any structure of a temporary character be placed on any Lot in the subdivision. Structures customarily incidental to residential use, including a detached garage, are allowed so long as such structures are not unsightly or do not adversely affect the value of other Lots in the subdivision, and so long as said structures are located no closer to the front of the Lot than the front edge of the house. Such structures must be of same construction type as residence and approved in writing by the Declarant or the Home Owners Association.

## 5.

Dwelling Size. All dwellings constructed on any Lot shall be a minimum of 1,400 square feet of heated space on the main level (non-basement), exclusive of carports, porches, garages, terraces, bulk storage areas, or basements (even if finished).

## 6.

The visible exterior of any concrete blocks or foundation shall have an exterior finish of rock, brick, stucco, or similar covering, or shall be painted to match the siding or paint of the

structure, subject additionally to any changes made by the Declarant or the ARC and other guidelines, specification and rules of the Declarant or the ARC.

7.

No animals, livestock, poultry, or birds of any kind shall be raised, bred or kept on any Lot in this subdivision except that dogs, cats, or other household pets may be kept provided they are not kept, bred, maintained for commercial purposes. When not on their owner's property, ANY and ALL pets are to be on a leash as per Pickens County law.

8.

Fences are permitted provided that they are erected behind the building setback, or "face" of the home. Approved fence types are wood, privacy or stockade fencing; wood or plastic picket fences; wood – split rail. Also approved are other architectural elements, such as "non-enclosed" decorative fences, trellises, arbors or open latticework, especially ones used as a support for vines and other creeping plants. Chain link and any type of agricultural wire type of fencing is not permitted. All fence installations must be reviewed and approved in writing by the Declarant or the ARC.

9.

No junk cars, un-tagged, un-insured or junk vehicles, including cars, trucks, boats or any other vehicles of any kind shall be allowed to remain in plain sight on any Lot or street in the subdivision. After 15 days' notice, the HOA may remove such vehicles at owner's expense. In the event of an emergency breakdown that leaves a vehicle on sub-division streets, the property owner is allowed one (1) day to remove the vehicle from the street. Acknowledging the possibility of motor vehicle break-downs and the need for minor or emergency repairs, such as replacing a flat tire, or a dead battery, the HOA will allow vehicle repairs of a minor nature, or those that can be accomplished within two (2) days' time in the homeowner's driveway. AT NO TIME are vehicle repairs permitted on the streets of the sub-division. The HOA puts no restrictions on mechanical work on any Lot owner's car or vehicle that is performed inside a carport, garage or on a homeowner's Lot as long as the vehicle is out of plain sight.

## 10.

The construction of any improvement, dwelling or other structure on any Lot within the subdivision shall be completed within twelve (12) months from the actual beginning of the construction. The beginning of the construction of the house shall be such time as the builder or owner or other agents of employees begin to grade or clear a Lot or start any actual work toward the construction of the house. All house plans, exterior colors, exterior siding, and landscaping must be submitted to and approved by the Declarant or the ARC, and built to the specifications and/or guidelines which have been approved by the Declarant or the ARC; which guidelines or specifications are available upon request from the Declarant or the HOA.

## 11.

No house or other structure shall be located on any Lot nearer to the front line or nearer to the side street line than the building setback shown on the recorded plat of the property. No house or other structure shall be located nearer to any inside Lot line or rear Lot line than is permitted under then-existing zoning and building ordinances and regulation of Pickens County, Georgia, within the zoning district within which this property is located.

## 12.

There shall be no commercial business conducted in the home or on the premises which involves numerous members of the public entering and leaving the premises or extensive street parking, including, but not limited to, auto mechanic shops, barber shops, beauty shops. This provision does not prohibit a home office for a one person business by telephone or mail and does not prohibit a cottage-type industry or piecemeal work done in the home for sale through commercial outlets off the premises, but no such business shall be conducted in a manner which interferes with other property owner's peaceful enjoyment of their property.

## 13.

No noxious or offensive activity shall be carried upon any Lot nor anywhere within the common areas, streets, roadways, whether privately or maintained or dedicated to the local municipality, or any other part of the SETTLER'S RIDGE Subdivision.

The terms "noxious or offensive activity" shall include, but not be limited to, the use or operation of any all-terrain vehicle, motorbike, motorized dirt bike, or any other electric or gas powered vehicle not duly registered for operation on a public roadway. The Association may assess a fine, in an amount to be determined by the directors of the Association, to be levied against any person violating this Item 13 as part of the mandatory fees owed by such person, as well as pursuing any and all other legal remedies.

14.

No advertising signs, billboards or posters shall be erected or placed on any Lot except "For Sale" signs in conjunction with a home actively listed for sale. "For Sale" signs shall be no larger than 18" by 24". Specifically prohibited from these signs are the terms "Lease" or "Rent".

Soliciting votes for any political candidate by placing posters or signs in the front yard of any Lot are permitted only for a period of thirty (30) days before the election and must be removed within seven (7) days after the completion of the election. These signs must also adhere to the 18" by 24" size limitation." In no instance will more than a total of 5 signs of any (or mixed) purposes be permitted on any Lot in the subdivision.

15.

No for-profit commercial or industrial oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any Lot, nor shall commercial or industrial oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

All home heating fuel storage containers, be it propane, natural gas or petroleum shall be installed in-ground, or out of plain sight when the homeowner's Lot is viewed from the street.

16.

Owners of empty or unimproved Lots, whether developers, builders or Lot owners, are responsible to keep at least the first six (6) feet, measured from the edge of the road, mowed and cleared of all downed trees, branches, brush and weeds. Owners with Lots that have less than six (6) feet before the property drops off are only responsible to the point of the drop off. No Lot shall

be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All Lots will be kept clean and free of debris and excess building materials so as not to devalue existing homes or adjoining properties. The Homeowners Association may enforce to insure adjoining properties are not devalued.

## 17.

No individual sewage-disposal system shall be permitted on any Lot unless such system is designed, located constructed on accordance with the requirements, standards and recommendations of the Georgia Department of Public Health. Approval of such system installed shall be obtained from such authority.

## 18.

Parking of Vehicles on Lots. Subject to the conditions within this section, no house trailers, campers, trucks, buses, construction equipment, or transfer trucks over thirty (30) feet in length shall be permitted to be parked, placed or located on any Lot or on the street in front of the Lots in said subdivision. The measurement of thirty (30) feet in length shall apply to each such item individually as, for example, a camper that is pulled by a truck. Trucks, campers, boats, boat trailers, construction equipment and motor homes that are less than thirty (30) feet in length are permitted but shall be placed or located in garages, basements, carports or in the rear portion of the Lot. Public School Buses are exempt from this provision. Road Tractor or Bus type Trucks are not permitted to park anywhere on any Lot in the subdivision.

The parking of non-resident campers or motor homes (owned or operated by a visitor or invitee of a Lot owner), is permitted but with certain limitations:

(a) Non-resident campers or motor homes must NOT be parked on the street. They can only be parked in the driveway of the home they are visiting.

(b) Parking of non-resident motorhomes and campers is limited to 60 consecutive hours, for example, a weekend stay, within any 7-day period.

On-Street Parking of Vehicles. Not including the temporary parking of emergency vehicles, moving vans, cars and trucks used in the delivery of appliances, packages and mail, (and disabled or inoperable vehicles removed in less than 24 hours), on-street parking is only allowed in the subdivision with the following restrictions:

1. On-street parking should be limited to parking on ONE SIDE OF THE STREET ONLY. In an instance where two or more contiguous Lot owners are having guests requiring on-street parking, such owners shall have to agree upon which side of the street will be used.
2. On-street parking must not block or hamper access to any other Lot owner's driveway.
3. On-street parking is limited to no more than ten (10) cars per household.
4. On-street parking is limited to 60 consecutive hours, or a period of three days and two nights, in example, a weekend stay, in any 7-day period.

19.

Pools, spas and hot tubs, whether in-ground or above-ground, are permitted in SETTLER'S RIDGE providing they conform to all Pickens County regulations and have the necessary permits and inspections. Any and all pools, spas or hot tubs must be placed in fenced enclosures; the fencing MUST comply with Section 8 of the Declaration regarding fences. The pool shall be setback from the side and rear Lot lines a minimum of 15 feet and 25 feet from any side right-of-way. No pools, spas, or hot tubs can be installed between the front face of the dwelling and the right of way, i.e., not in the front yard.

20.

In-ground antennas or satellite dishes may not exceed three feet in diameter. In-ground antenna or satellite dishes (i.e., free-standing) may be mounted to the side or to the rear of the dwelling (never the front). Dishes on poles cannot be located any closer to the front of the Lot than the front edge of the house. It is preferred that house or roof mounted satellite dishes or antennas are not mounted on the front (street facing) face or roof of the house must be smaller than 24 inches in diameter.

In deference to federal regulations regarding the homeowner's reception of signals, if satellite reception apparatus cannot be installed in compliance with this section, the homeowner shall report the necessity of any installation of a house or roof-mounted satellite dishes or antenna



that is mounted on the front (street facing) face or roof of the house to the ARC prior to installation, and shall not begin installation until same is approved.

21.

(a) No lumber, brick, stone, cinder block, concrete or any other building material, scaffolding, mechanical devices or similar items used for building purposes shall be stored on any Lot except for purposes of construction on such Lot longer than that length of time reasonably necessary for the construction for which same is to be used.

(b) During construction, all debris, stumps, etc. must be removed from each house and Lot as necessary to keep the house and Lot clean and attractive. Such debris, stumps, etc. may not be dumped in any area of the subdivision unless approved by the HOA.

(c) During construction, all vehicles involved, including those delivering supplies, must enter the Lot on the driveway only as approved by the HOA and must be parked on the Lot where construction is underway so as not to unnecessarily damage trees, paving, curb gutters and other improvements.

22.

These covenants are to run with the land for a period of twenty (20) years from the date these covenants are recorded in the Pickens County Deed Records, after which time said covenants shall be automatically extended for successive periods of ten (10) year unless an instrument is approved and signed by the majority of subdivision Lot/homeowners and signed by the HOA Board has been recorded, agreeing to change said covenants in whole or part. Every grantee of any interest, whether or not it shall be so expressed in any such deed or conveyance shall be signed by such person and whether or not such person shall otherwise consent in writing, shall take subject to this Declaration and to the terms and conditions hereof and shall be deemed to have assented to said terms and conditions.

Amendment. This Declaration may be amended unilaterally at any time and from time to time by Declarant (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this

Declaration; (c) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to lend or purchase mortgage loans on the Lots subject to this Declaration; or (d) if such amendment is necessary to enable any governmental agency or reputable private insurance company guaranty or insure mortgage loans on the Lots subject to this Declaration; provided, however, the amendment shall not adversely affect the title to any Owner's Lot unless any such Lot Owner shall agree thereto in writing. Further, so long as Declarant has the right unilaterally to subject additional property to this Declaration as provided, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Lot Owner nor adversely affect title to any Lot without the consent of the affected Lot Owner. Upon the transfer of the governance of the Subdivision to the HOA, amendments hereto may be made according to applicable law and to the procedures outlined within the Bylaws of the Association.

23.

Fees, Dues and Costs. The imposition of fees, dues and costs for the maintenance of the common-area facilities (entrances, existing street lights, pavilion, etc.) are mandatory for ALL owners of Lots, un-improved or otherwise and homes in the Subdivision. Provided, however, that the Declarant shall be exempt from such fees, dues and costs for a period of three (3) years from the date of this instrument. Persons or entities owning more than one Lot shall pay the appropriate fees for EACH Lot owned in the subdivision. The amount and use of such fees, dues and costs shall be set by the procedures outlined in the Bylaws of SETTLER'S RIDGE HOMEOWNERS ASSOCIATION, INC. The HOA Board may determine whether such fees are mandatory in the future, but increases in HOA fees can only occur by the consent of the homeowners through the ballot process as outlined in the By-laws. **As of August, 2016, the dues are \$100.00 per year. Homeowners Association fees are due each year by January 1st of that year. Fines for late payment of HOA fees are \$25.00 per year, per Lot and are cumulative.**

The holder of a mortgage or security deed shall take title through lawful foreclosure free of any fines, levies or assessments which accrued against the foreclosed Lot from and after the date of original recording of the foreclosed security instrument. Provided, however, that from the

date of the public foreclosure sale (or judicial sale) and thereafter, the holder of the foreclosed mortgage or security instrument (and any subsequent transferee of ownership) shall be bound and protected in the same manner as all other Lot owners to this Declaration and responsible for any and all assessments due from the date of sale.

**HOA Clearance Letter and Transfer Fee.** Each and every transfer of title of any Lot in the subdivision shall require the payment of a Transfer Fee, which is currently **\$30.00**, and this fee may be changed by the Declarant or upon voting and approval of the HOA Members and the Board. Prior to the transfer of title, the current owner or the transferee of any Lot shall request an HOA Clearance Letter from the HOA Board, which shall provide for the collection of the Transfer Fee, an accounting of any current and past due Fees or Assessments, and the transmittal of information of the new owner(s). Upon written request, the HOA Board shall have not less than 5 business days to provide the HOA Clearance Letter to the owner, transferee, or the closing agent. The transfer of title to a Lender or Governmental Agency in conjunction with a foreclosure upon any secured debt secured by a Lot shall be exempt from payment of the Transfer Fee. The transfer of title to any Lot from the duly probated Estate of a deceased owner to such deceased owner's immediate family or designated beneficiary shall be exempt from payment of the Transfer Fee. The transfer of title to a member of the current owner's immediate family, when at least one of the current owners remain vested in title to the Lot, shall be exempt from payment of the Transfer Fee.

24.

Enforcement of the covenants and restrictions contained herein and of any provision hereof shall be by appropriate proceeding at law or in equity against any person or persons violating or attempting to violate any of the said covenants and restrictions or provisions either to restrain violation, to enforce personal liability, recover damages, or by any appropriate proceeding at law or in equity against the Property to enforce any said covenants and other restrictions and other provisions shall in no event be deemed a waiver of the right to do so thereafter.

Any and all violations of the Declaration (including additional rules and regulations promulgated by the HOA or the ARC) will be assessed a \$50.00 penalty for the first month (or any part thereof) and \$25.00 for each additional month (or part thereof) until said violation is corrected. These fees are per violation, not a total, should more than one violation exist. The home/Lot owner will be advised in advance when the penalty period will begin.

No such fine or lien shall be binding upon the owner or Lot until a Lot owner has been given proper official notification of the violation and a reasonable period of time to correct the violation. The notice of violation shall provide the opportunity for the owner to challenge or defend against the charge before the Board at a regular or special meeting of the Board. Additionally, different or supplementary procedures for notice and hearing may be promulgated by the Board and distributed to the Members in accordance with the Bylaws. "Proper official notification" is deemed properly delivered if the said notice is sent by Certified or Registered Mail to the address of the owner's Lot, or to a different address if submitted in writing to the HOA prior to the date the notice is issued. In the case of multiple owners of a Lot, notice to one owner of any Lot shall be effective as to all owners of said Lot.

Any Lot owner may request from the HOA Board a copy of the written rules and procedures for filing complaints and responding to fines and complaints. These covenants may be enforced by SETTLER'S RIDGE Homeowner's Association, Inc., or in the absence of such Association, by any property owner within the subdivision. The By-Laws of SETTLER'S RIDGE Homeowner's Association, Inc. are incorporated herein by reference, and will be filed of record simultaneously or hereafter within the Pickens County public records.

25.

**Reservation of Easements for Utilities.** There is hereby reserved to the Declarant or Developer blanket easements upon, across, above and under all property (all Lots) within the subdivision for access, ingress, egress, installation, repairing, replacing, and maintaining all utilities serving the subdivision or any portion thereof, including, but not limited to, gas, water, sanitary sewer, electricity, as well as storm drainage and any other service such as, but not limited to, a master antenna system, cable television system which the Declarant or Association might decide to have installed to serve the subdivision. It shall be permissible for the Declarant, the Association or the designee of either, as the case may be, to install, repair, replace, and maintain or to authorize the installation, repairing, replacement or maintaining of such wires, conduits, cables and other equipment related to the providing of any utility or service. Should any party furnishing any such utility or service request a specific easement by separate recordable document, the Declarant or the HOA Board shall have the right to grant such easement.

26.

Grant Easements over roadways. All Lot owners are hereby granted a perpetual, nonexclusive easement for ingress and egress over, through and across all roadways within the subdivision, as shown on the recorded plat of survey referenced herein. Upon the dedication of the roadways as public via conveyance to the county or other municipality, this easement shall terminate. Until such time that the roadways have been accepted by the county or other municipality as public roadways, each Lot owner shall be responsible for its pro-rata share of the cost for maintaining and repairing the roadways.

27.

Whenever possible, each provision of this Declaration shall be interpreted in such a manner as to be effective and valid, but if any provision of this Declaration or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition, or invalidity shall not affect any other provision or application thereof or any provision which can be given effect without the invalid provision or application, and to this end, the provisions of this Declaration are declared to be severable.

IN WITNESS WHEREOF, The within and foregoing DECLARATION OF EASEMENTS COVENANTS AND RESTRICTIONS FOR SETTLER'S RIDGE, are hereby set forth and executed by the Declarant on the day and year first above written.

Signed and scaled before me on  
This 3<sup>rd</sup> day of March, 2017.

[Signature]  
UNOFFICIAL WITNESS

[Signature]  
NOTARY PUBLIC



DECLARANT

TBB3334, LLC

[Signature] (seal)  
By: Brandon ~~XXXXX~~ Manager  
Roland

[Signature] (seal)  
By: Tim Roland, Manager