

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
“THE ENCLAVE AT WINDING BROOK”**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made and published this 12th day of June, 2017, by BURT AND TERESA WALKER TRUST INVESTMENTS, LLC, hereinafter referred to as DEVELOPER, of Hardin County, Kentucky. This DECLARATION replaces and supercedes the original document in it’s entirety filed at Deed Book 818, Pages 652-659.

WITNESSETH:

THAT WHEREAS, said DEVELOPER is the owner of the development generally known in the community as “**THE ENCLAVE AT WINDING BROOK**”, described as follows:

A certain tract or parcel of land lying and being in Fannin County, Georgia as described as Tract 5B, lots 117, 118, district 8 section 2 in Fannin County, GA, Burt Walker, Member, Manager of Burt and Teresa Walker Trust Investments.

WHEREAS, it is to the interest, benefit and advantage of the DEVELOPER, and to each and every person who shall hereafter purchase any lot in said development that certain 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; and

WHEREAS, the DEVELOPER deems it desirable to create a Property Owners Association, henceforth referred to POA in this document, to enforce and administer this Declaration and to insure the enjoyment of the lots by the owners thereof;

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 protective covenants to apply to all of said lots and to all persons owning said lots, or any of them, hereafter; these protective 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: After the conveyance of a lot or tract by the DEVELOPER, no lot or tract shall be subdivided.

2. SEWAGE DISPOSAL: A septic tank and proper drain field, in accordance with the standards of the Health Department of the State of Georgia, will be used for sewage disposal for houses located on said subdivision lots.

3. ARCHITECTURAL DESIGN: The DEVELOPER reserves the right to require a complete set of house plans, including front elevation plans. All plans shall be submitted to the DEVELOPER for approval prior to commencement of construction. Each single family dwelling shall be constructed with a minimum of 500 square feet of heated living space, exclusive of any carport, garage, basement, deck, patio and open porches. All homes shall be built on-site and shall be of typical frame or log construction. Structural Insulated Panels (SIPs) may also be used. External structures may be permitted, to include but not limited to garages, storage sheds, buildings, etc., but only upon review and approval of DEVELOPER. All external buildings will be of same or similar design as houses.

4. TEMPORARY STRUCTURES: No house trailer, mobile home, tent or temporary building shall be permitted on any lot subject to this Declaration provided, however, temporary buildings and the like shall be permitted for construction purposes during the construction period of houses. Motorized campers, are not permitted to be parked in driveways. No garage, outbuilding or other appurtenant structure shall be used as living quarters. Property owner shall not be permitted to park vehicles or trailers upon the roads and streets, which constitute a portion of the Common Properties of **THE ENCLAVE AT WINDING BROOK** at any time.

5. LAND USE: Lots shall be used for single family residential purposes only; provided, however, the DEVELOPER shall have the right to use the lots from time to time for the purpose of construction offices and sales/marketing offices (and related uses). No trade, business or commercial activity 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.

6. EXTERIOR FINISH: The exterior finish of all buildings shall be of siding which blends with the environment, to include wood, stone, concrete with simulated wood design, etc.

No vinyl of any kind is permitted. Concrete block construction is prohibited on any lot; however, concrete block may be used in the foundations and chimneys or houses erected on said lots. All concrete and concrete block must be covered in additional siding. Wood or stone decorative fencing, or fencing for children or pets may be installed, but only upon review and approval by the DEVELOPER. It is the intent and purpose of this paragraph to insure that all dwellings shall blend with the environment and be aesthetically pleasing.

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 lots shall be completed within six (6) months from the date that construction begins and total construction must be completed within twelve (12) months from the sale of the respective lot. 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 and in a timely manner. Lot owners will be responsible for Erosion and Sedimentation control on their lot(s) to prevent it from impacting upon the rest of the sub-division. Any repairs or fines imposed by any government agency or the property owners association shall be the sole responsibility of the lot owner. Lot owner will hold DEVELOPER, Burt & Teresa Walker Trust Investments, LLC harmless for any such damage, fines, or repairs.

8. EASEMENTS: Easements for the installation and maintenance of roads, utilities, and waste management are hereby reserved whereby buried power lines, telephone lines, and cable lines with all essential clearing may be installed along the subdivision roads and lot lines. No trees or shrubs shall be planted within rights-of-way and road easement areas. 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 of any of their agents is hereby waived by the lot owner.

9. UTILITIES: All utility lines for power, water, telephone and cable shall be placed underground. No satellite dish larger than 18 inches shall be permitted.

10. COMMUNITY WATER SYSTEM: The community water system is available to all owners. A tap-on fee of \$1,400 will be required for each lot at the time of closing on the sale. A monthly fee of \$35, to be paid to the private water company, will begin at the time hook-up is

completed to the new dwelling. The water system is managed by a private party and fees are subject to change.

11. SETBACKS: All structures shall be setback from property lines or other restrictions set forth by any local, county or state ordinances or statutes in effect from time of construction. Dwellings of any kind must be a minimum of fifty feet from all easements.

12. SIGNS: No signs of any type shall be displayed on any lot with the exception of one temporary sign offering the property for sale and 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 signs shall be professionally lettered and neatly installed.

13. 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 substance, thing or material shall be kept on any lot that will emit foul or obnoxious odors. No offensive, noisy or illegal activity shall be suffered or permitted upon any lot, nor shall any lot be used for illegal purpose. No "all terrain" motorized recreational vehicles, ATVs, dirt bikes, or snow mobiles shall be permitted. Golf carts or similar low noise vehicles are permitted, but shall be kept out of view when not in use. DEVELOPER reserves right to use any vehicle or equipment as it relates to management, supervision and maintenance of **THE ENCLAVE AT WINDING BROOK**. The pursuit of hobbies or other activities including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt condition, shall not be permitted on any part of any lot.

14. LOT MAINTENANCE: Each lot shall be kept and maintained completely free of any junk, trash and garbage (including old vehicles, discarded appliances, and furniture). 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.

All lots subject to this Declaration, together with the exterior of all improvements located thereon, shall be maintained in a neat and attractive condition by their respective property

owners. Such maintenance shall include but shall not be limited to, painting, repairing, replacing and caring for roofs, gutters, downspouts, building surfaces, trees, shrubs, grass, walks and other exterior improvements. Upon the failure or refusal of any property owner to maintain his lot and the exterior of all improvements located thereon in a neat and attractive condition, the DEVELOPER, its successors and/or assigns may, fourteen (14) days after notice has been given to each owner, enter upon such lot and perform such exterior maintenance, in the exercise of its sole discretion, may deem necessary or advisable. Such property owner shall be personally liable to the DEVELOPER, its successors and/or assigns for the direct and indirect costs of such maintenance, and the liability for such costs shall be a permanent charge and lien upon such lot enforceable by the DEVELOPER, its successors and/or assigns by any appropriate proceeding at law or in equity. Although notice given as provided herein above shall be sufficient to give the DEVELOPER, its successors and/or assigns the right to enter upon such lot and perform such maintenance, entry for such purpose shall be made only between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday. Whenever the DEVELOPER, its successors and/or assigns is permitted by these covenants to correct, repair, clean, preserve, clear out, or do any action on the property of any Property Owner, entering the property and taking such action shall not be deemed a trespass.

15. LANDSCAPING: No trees more than five (5) inches in diameter shall be removed from any lot except for dead trees, those endangering the property, those necessary to clear an area for construction of a house, septic tank and drain field, driveway, or garage. In no event shall more than one-half of the trees located on a lot originally be removed.

16. 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.

17. ANIMALS AND PETS: No stable, poultry house, rabbit hutch or other similar structure shall be constructed or allowed to remain on any lot, nor livestock of any nature or classification whatsoever be kept or maintained on any lot without the express written permission of DEVELOPER, its successors and/or assigns. Pets may not be kept, bred or

maintained for any commercial purposes. Any household pet which shall become a nuisance to any other lot owner, whether because of sound, smell, or other cause, shall be removed upon written notice from DEVELOPER. Pets may not be left on ropes, chains, or otherwise tethered outdoors.

18. ROADS: Right-of-way easements forty (40) feet in width are reserved over and across the roads which traverse the subdivision as shown on a Plat for the purpose of ingress and egress for all lot owners. No new roads shall be constructed on any lot for the purpose of connecting the roads outside of the development.

19. HUNTING OR FIREARMS: No hunting, target practice, or discharging of firearms shall be permitted within the development.

20. AESTHETIC RESTRICTIONS:

a) Any outdoor lighting on any dwelling shall face toward the dwelling and shall not interfere with the peaceable enjoyment of any neighbor to said lot, nor shall it create a nuisance to the neighborhood.

b) Containers for garbage or other refuse shall be underground or in sanitary enclosures which must be compatible in appearance and location to the house on such lot. Any such sanitary enclosure must exceed in height by at least one (1) foot any garbage containers placed or to be placed therein, incinerators for garbage, trash or other refuse shall not be used.

c) Permanent outside clotheslines and temporary outside clotheslines visible from any roadway shall not be permitted.

(d) No lumber, brick, stone, cinder block, concrete or any other building materials, scaffolding, mechanical devices or any other things used for building purposes shall be stored on any lot except for the purpose of construction on each lot and even then such materials shall not be stored on such lot for longer than the length of time reasonably necessary for the completion of the construction in which same is to be used. Construction materials shall not be stored on the common areas of **THE ENCLAVE AT WINDING BROOK** for longer than the length of time necessary to unload such materials and move them to another location except for the purpose of construction on such Common Properties.

(e) No exposed above ground tanks will be permitted for the storage of fuel or water or any other substance; provided, however, that fuel tanks may be placed above ground only if placed and maintained in an enclosure which must be compatible in appearance and location to the house on such lot. Any such enclosure must exceed in height by at least one (1) foot any such tank placed therein.

21. PROPERTY OWNERS ASSOCIATION: Each and every lot owner subject to this Declaration shall automatically, and by reason of such ownership, become a member of the property owners' association to be formed and shall be subject to its valid rules and regulations. 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. 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.

Maintenance costs for such for matters as road maintenance, gate maintenance, landscaping, waste management, mowing and related common functions shall be shared equally by all lot owners *through* the property owners association with each lot owner paying an annual fee that shall be deposited into an escrow account maintained by the DEVELOPER. The DEVELOPER shall retain control and responsibilities of the property owners association until ten (10) or more lots are sold at which time shall become the responsibility of the existing members of the association. Upon transfer of responsibilities, DEVELOPER shall transfer all existing escrow balances and records to the property owners association and DEVELOPER shall no longer have any responsibilities with respect to the development. Property owners association dues shall be \$400 per year. DEVELOPER shall be exempt from dues for any unsold lot. Said sum shall be prorated in the year of closing and shall be due and payable on or before January 1 or each year thereafter.

These covenants and restrictions shall run with the land and shall be binding on all parties and all persons claiming under them for a period of 20 years and cannot be amended or changed in any way unless an instrument is signed by a minimum of fifty percent (50%) of all property owners in said development. Modifications or amendments may be made by the DEVELOPER

until the property owners association assumes control. Control by the property owners association shall take place upon sale of ten (10) lots. All modifications or amendments shall be filed with the Fannin County Clerk. At the end of the 20 years, said covenants and restrictions shall be automatically extended for an additional ten years unless an instrument changing said covenants in whole or in part is signed by a majority of the then recorded owners and recorded in the Fannin County deed records.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violation said covenants either to restraining violation or to recover damages.

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 wise 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.

Burt and Teresa Walker Trust Investments, LLC

Signed, sealed and delivered

Burt Walker, Manager

in the presence of:

Witness

Notary Public
