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Cashes Valley Properties  
POB 2291  
Blue Ridge GA  
30513

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GEORGIA, FANNIN COUNTY  
CLERK'S OFFICE SUPERIOR COURT  
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*John W. Clifton*  
CLERK OF SUPERIOR COURT

PROTECTIVE COVENANTS  
AND  
PROPERTY OWNER'S ASSOCIATION

THIS DECLARATION OF PROTECTIVE COVENANTS and formation of the PROPERTY OWNER'S ASSOCIATION, made and published this the 18<sup>th</sup> day of April, 1997, by CASHES VALLEY PROPERTIES, of the County of Fannin, and the State of Georgia.

W I T N E S S E T H:

THAT, WHEREAS, said corporation is the owner of the development generally known in the community as CASHES VALLEY PROPERTIES PHASE III. Said development consists of all those lots, tracts, or parcels of land situate, lying and being in Fannin County, Georgia, for which a complete property description and plat reference appear on Attachment A, which is incorporated herein by reference for any and all purposes.

All lots which are platted, developed and sold shall be sold and conveyed as being subject to the Restrictions and Covenants and Property Owner's Association hereinafter set forth.

WHEREAS, it is to the interest, benefit and advantage of CASHES VALLEY PROPERTIES, 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.

WHEREAS, it is to be further best interest, benefit and advantage of CASHES VALLEY PROPERTIES, and to each and every person who shall hereafter purchase any lot in said development that a property owner's association be established for the subject development.

NOW THEREFORE, for and in consideration of the premises and of the benefits to be derived by CASHES VALLEY PROPERTIES, and every subsequent owner of any of the lots in said development, said CASHES VALLEY PROPERTIES, 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, hereinafter; these protective covenants shall become effective immediately and run with the land and shall be binding on all persons claiming under and through **CASHES VALLEY PROPERTIES**, to-wit:

**DECLARATION OF RESTRICTIONS, LIMITATIONS, AND COVENANTS RUNNING WITH THE LAND**

**DEFINITIONS:** In addition to the definitions stated in the premises above, the following words and phrases, as used herein, shall have and be subject to only the following respective interpretations and meanings, whether in the singular or plural, and irrespective of gender:

1.1 **COMMON AREA:** Consists of, and is located in:

all roads, gates, entrances community postal area grounds not included in individual lots All parcel owners agree to be bound by and abide by the utilization rules and regulations as to the use of the various common area, which shall be posted at said common areas.

1.2 **COMMON ROAD (SOMETIMES CALLED HEREIN, COMMON ROADWAY):**

Shall mean any road which is set out on the composite survey and plat for the subject development and recorded in the Office of the Clerk of the Superior Court for Fannin County, Georgia, and which either has been, or may come to be, actually constructed and either graveled or paved; which common roads shall be for the common, non-exclusive, and continuing use by owner, parcel owners, and their respective successors, assigns, legal representatives, heirs, grantees, guests, Lessees and naiveties, but not the public generally, solely as a means of non-exclusive continuing vehicular and pedestrian ingress and egress access to and from a public way, and to and from other areas or parcels of the subject realty.

1.3 **DWELLING:** Shall mean a structure, or unit thereof, designed for the purpose of serving as a place of lodging for persons and

reasonably related uses; which shall be constructed by conventional means on the site of the parcel.

1.4 **PROPERTY OWNERS' ASSOCIATION:** The \_\_\_\_\_

Property Owners' Association is an organization consisting of parcel owners, as herein defined, by the recordation of the within document existing as an unincorporated association of parcel owners, (which may at some future time be organized as a separate corporate entity,) which membership in or ownership of said Association is to be limited to parcel owners as herein defined.

1.5 **PARCEL:** Shall mean any lot as set forth on the referenced plat and as shown on Attachment A.

1.6 **PARCEL OWNER:** Shall mean owner, so long as the owner owns any parcel, and owner's successors and assigns; and any present or future holder of all or any portion of the fee simple title, or equity of redemption, to any parcel, as defined herein (or to any undivided interest therein).

1.7 **RESIDENTIAL.** Shall mean, when used in reference to the permitted use of this realty, and any of its present or future parcels as herein defined, the use thereof exclusively for: the lodging of persons, recreational and related use; provided that, said term, residential, when used in reference to the permitted use of any parcel of the subject realty, shall not prohibit or exclude the acquisition, improvement, or use thereof for, investment, rental, or lease, of any parcel for residential purposes and uses, as defined herein.

1.8 **RESOLUTIONS AND BYLAWS OF PROPERTY OWNERS' ASSOCIATION:** An initial property owner's meeting shall be called by **CASHES VALLEY PROPERTIES**, when all of the lots in the subject development have been sold. At said meeting the establishment and adoption of the initial bylaws and regulations shall be adopted by the members, the bylaws shall apply to and govern the realty, all present and future parcels, and all present and future parcel owners and those claiming by, through or under them. The bylaws and

resolutions of the Association shall not have to be recorded on the deed records of Fannin County, Georgia, as maintained in the office of the Clerk of the Superior Court for Fannin County, Georgia. A copy of said bylaws and resolutions shall be maintained by the duly elected secretary of the association, who is to be elected from the membership. All present and future parcels, and all present and future parcel owners and those claiming by, through or under them are hereby placed on notice as to the existences of the property owners' association and by the acquisition of a parcel of land in the subject development become members thereof and agree to be bound thereby. Until such time as the first meeting of the Property Owner's Association and the election of officers, **CASHES VALLEY PROPERTIES**, shall serve as the sole officer of the Association and shall be empowered to enact such rules and assessments as may be necessary for the advancement of the development.

2.

**SCOPE OF COVENANTS:** These covenants, and the Association's Bylaws, if any, and any amendments thereto, shall apply to and govern the realty and its present or future lots, common roads, and common area, and the use thereof.

3.

**COVENANTS TO RUN WITH THE LAND:** All covenants herein stated, and any amendments or additions thereto, and the Association's present or future Bylaws, if any, shall run with, and shall be binding upon all persons or entities claiming under them.

4.

**ENFORCEMENT OF COVENANTS:** The Developer or the various property owners shall be solely and exclusively empowered to enforce these covenants, either by lawful self-help methods, or by proceeding at law or in equity against any person or entity

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violating, or attempting to violate, these covenants; including, but not limited to, actions for injunctive or damages relief, or both.

5.

**PROPORTIONATE PARCEL OWNERS' FEES AND ASSESSMENTS (herein collectively FEE):**

5.1 The association shall have a continuing right, power, and authority, to determine, set, fix, increase, and charge to and collect from (or to refrain from doing so) each parcel owner, from time to time, a proportionate parcel owner's assessment or fee (either monthly, quarterly, semiannually, annually, or any combination of said periods); to pay for (or to establish reasonable reserves to pay for) all accrued, or reasonably estimated projected and anticipated, charges, costs, and expenses arising from, or in respect of: the common area; the common roads; including, but not limited to those for the following: maintaining, repairing, replacing, improving, managing, and operating, the common areas, the common roads, and any other real or personal properties or facilities of the Development. (Provided that these fees shall not be used to pay any original costs of **CASHES VALLEY PROPERTIES**, in the original building and construction of any original common roads, or improvements and fixtures on the common area, all such original costs thereof, prior to them being opened for use and enjoyment by parcel owners, being the sole responsibility of **CASHES VALLEY PROPERTIES**.)

5.2 Such fees, if any, if not paid by its due date, shall bear interest on the unpaid balance at the highest rate of interest then permitted under governing state or federal usuary laws, until paid.

5.3 Any **CASHES VALLEY PROPERTIES**, or the Property Owner's Association shall have a lien upon the parcel owner's parcel to secure the payment of said fee, any accrued interest, and all costs of collection, including, but not limited to, reasonable

5.

attorney's fees, incurred in such collection efforts, subject to any construction, development, or permanent financing. And it shall be the sole responsibility of any grantee, transferee, assignee, or obligee or any parcel owner to correctly determine and ascertain the existence of any such fee delinquency prior to transacting with any parcel owner in respect of any parcel. And, in addition to constituting a lien upon any parcel, such fee obligation shall constitute a personal debt of the parcel owner, and his/her heirs, administrators, successors, and assigns, and those claiming by, through or under him or her.

6.

6.1 PERMITTED USERS OF COMMON ROADWAYS: **CASHES VALLEY PROPERTIES**, and all parcel owners, and those claiming by, through, or under, them, together with their respective SPECIFIC INVITEES AND GUESTS, (but not members of the public generally), shall have and may exercise the continuing and perpetual non-exclusive common right of vehicular and pedestrian ingress and egress over and along all present or future common roadways on the subject realty, as a means of access, serving only the subject realty, and to or from any present or future parcel, or common area, thereof.

6.2 RESERVATION OF PERMANENT ROADWAY EASEMENT: Perpetual, common, and non-exclusive common roadway access right-of-way easements shall be a minimum of twelve (12) feet in width and for feeder roads eighteen (18) feet in width, permanently reserved for the benefit of **CASHES VALLEY PROPERTIES**, and parcel owners, through and over the subject realty and all present or future parcels sold off out of said realty; together with all attending rights of entry and easements (for the benefit of **CASHES VALLEY PROPERTIES**, or parcel owners only) to improve, clear, grade, ditch, construct, repair, maintain and replace, said common roadways and right-of-ways from time to time in the future.

6.3 NO IMPLIED ACCESS RIGHTS OVER COMMON ROADS: Only **CASHES VALLEY PROPERTIES**, and **CASHES VALLEY PROPERTIES**,

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successors, and parcel owners, and their respective specific naiveties and guests, and not the public generally, shall be permitted use of said common roadways as a means for said common access.

Provided that no parcel owner or other grantee shall have or acquire, by inference, implication, or otherwise, any common roadway access easement, interest, or right in any proposed or platted common roadway that may now or hereafter be depicted on any plat, unless and until such proposed roadway shall have been actually cleared, graded, constructed, and either graveled or paved by **CASHES VALLEY PROPERTIES**, of someone claiming by, through, or under **CASHES VALLEY PROPERTIES**.

6.4 CONVERSION TO PUBLIC WAY: So long as **CASHES VALLEY PROPERTIES**, owns any remaining portion of the subject realty, **CASHES VALLEY PROPERTIES**, reserves the exclusive, absolute and irrevocable right and power (which power shall be deemed to be a power coupled with an interest and irrevocable, at any time hereafter,) and in the sole and absolute discretion of **CASHES VALLEY PROPERTIES**, (or the Association as the case may be), to convey or dedicate the full, valid, unencumbered, and marketable, fee simple title and ownership, in and to all, or any portion of, these present or future common roadways; to any governmental entity, FOR PUBLIC ROAD PURPOSES AND USES.

6.5 RESTRICTION ON USE OF COMMON ROADWAYS TO SERVE ADJOINING LANDS: No present or future parcel owner (other than **CASHES VALLEY PROPERTIES**) shall construct or permit the construction of any additional roadways over any portion of their respective parcels as a means of access serving any adjoining lands not encompassed within the original boundaries of the subject realty; however, this subject prohibition shall not apply to **CASHES VALLEY PROPERTIES**, or any portion of the realty then under the control of the **CASHES VALLEY PROPERTIES**.

6.6 REPAIR, MAINTENANCE, IMPROVEMENT, AND REPLACEMENT OF COMMON ROADS: **CASHES VALLEY PROPERTIES**, (until such time as **CASHES VALLEY PROPERTIES**, surrenders its rights hereunder to the

Association) shall be fully authorized and empowered, to make and control all repairs, maintenance, improvement, and replacement of all common roads, following their initial construction and graveling or paving by **CASHES VALLEY PROPERTIES**. And **CASHES VALLEY PROPERTIES**, has absolute control over the use and operation of all common roadways, and all such matters pertaining thereto. Upon surrender of **CASHES VALLEY PROPERTIES**, rights hereunder, the Association shall be responsible for road maintenance and upkeep.

6.7 IMPLIED CONSENT TO MAKE PUBLIC WAY: Each parcel owner of any parcel of the subject realty, and any person or entity claiming by, through or under any parcel owner, shall be deemed and held to have fully and finally consented to, authorized, and ratified, any future dedication or conveyance by **CASHES VALLEY PROPERTIES**, to, or exercise of the right of eminent domain by, any governmental entity, for purposes of converting any then existing common roadway, or any then proposed and platted common roadway as depicted on said plat, or other future plat of **CASHES VALLEY PROPERTIES**, on or through the subject realty, for public roadway purposes and uses, without claim or right on the part of any parcel owner, or their successors or assigns, to just compensation in respect thereto from the governmental entity (other than for any damages to the remainder of a parcel); and with any such otherwise claim or right of just compensation in respect thereto being fully and finally generally released by each parcel owner, and their successors and assigns.

6.8 UTILITY EASEMENT: **CASHES VALLEY PROPERTIES**, for the benefit of it and its successors and assigns reserves the absolute, exclusive, continuing, and non-exclusive right and easement to construct, erect, place, repair, maintain, and replace, from time to time, along any present or future constructed common roadway, any utility lines, pipes, conduits, devices, implements, or related components, fixtures, apparatuses, and assemblages; that are reasonably appropriate and useful in furnishing and satisfying the residential utility uses



and needs of the subject realty and its parcels; including, but not limited to, the following utility purposes and services: Electricity, water, natural gas, sewer, telephone, video, and other reasonable and ordinary utility purposes and uses. Provided that the exercise of these said reserved utility easements shall be done in a manner that shall not unreasonably disrupt or delay the usual and ordinary uses of said common roadways; and in a manner that will assure the prompt return of the condition of said affected area to its prior and usual serviceable and scenic state, condition, and appearance. And, this reservation shall include the right of **CASHES VALLEY PROPERTIES**, to grant and convey reasonably necessary and appropriate licenses, permits, and easements to other third persons or entities in order to accomplish the intents and purposes of this provision. (Nothing herein shall obligate **CASHES VALLEY PROPERTIES**, to provide or furnish any utility service).

7.

**COMMON AREA:** All users of, and visitors to, the common area and its improvements and facilities shall use, enjoy, and visit, the same at their own risk and peril. Any visitors under the age of sixteen (16) shall be accompanied by an adult, who is either the invited guest of a parcel owner or is a parcel owner when visiting a common area.

Access to any subdivision lake as designated by the Declarant for purposes of fishing, boating and swimming is reserved in favor of all property owners and their guests. No gasoline or other motors shall be permitted on the lake without the written approval of Declarant.

8.

**ARCHITECTURAL, SCENIC, AND USE:** The following covenants shall govern the architectural and scenic characteristics, and the use, of all parcels:

8.1 RESUBDIVIDING, OR CHANGING SIZE OR CONFIGURATION OF PARCELS, PROHIBITED: No parcel, or its configuration, as originally sold and conveyed by **CASHES VALLEY PROPERTIES**, shall be thereafter altered in size or configuration, or subdivided, by any parcel owner or his successors and assigns. Provided that, **CASHES VALLEY PROPERTIES**, reserves the unconditional right to alter the size or configuration, subdivide, or create new, parcels, and to replat, any unsold parcel, prior to its original sale and transfer to a parcel owner, and in such case any such altered or newly created parcels shall be subject to these covenants.

8.2 PERMITTED USES OF PARCELS: Parcels (with the exception of the common area and the common roads) shall be used solely for residential purposes and related uses as defined herein; provided that parcel owners may improve, lease, or rent their respective parcels for residential purposes (as provided in these Covenants). No "for rent" signs or related advertisements shall be physically located on any parcel.

8.3 LAND USE: The Property subject to this Declaration shall be used for residential purposes only. No more than one (1) detached, single-family dwelling shall be permitted on any lot. No structure of a temporary character, such as a basement, trailer, lean-to, tent, shack, garage, barn, or other outbuilding shall be used at any time as a residence, either temporarily or permanently. No structure shall be placed any closer than ten (10) feet to a lot boundary line.

All construction shall comply with applicable local and state codes and shall be of safe, sound and aesthetically attractive architectural design. The exterior of every dwelling shall be constructed of natural materials and shall conform to the design and appearance of the dwelling. All work on any dwelling, out-buildings, landscaping or other improvements, is to be professionally done and completed within six (6) months of ground breaking; landscaping shall be completed within six (6)

months. No concrete block shall be used in the construction of a dwelling or other structure, except for foundations and chimneys.

8.3A There is established an Architectural Review Board ("ARB") for the purpose of ensuring that the structures and other improvements on any lot are aesthetically attractive and do not unfavorably affect the monetary value of the surrounding lots. The ARB shall have responsibility for approving the design (and construction, if necessary) of any dwelling, garage, fence or other structures, or improvements thereto (with the exception of such improvements which have no substantial impact on the appearance of the structure), and including, but not limited to the following: a) exterior elevations, including type and color of siding; b) clearing and subsequent landscape design, emphasizing the need to retain large trees and natural ground cover; c) any other pertinent feature of the site plan which will impact visually on other lots and the road fronting the subject lot. All work on both the dwelling and any fencing, out building, landscaping or other improvements is to be professionally done and completed in a reasonable time and in attractive fashion.

8.4 RENTAL OF PARCELS: Parcel owners may rent or lease their parcels for occupancy by other occupants. No "for rent" signs or related advertisements shall be physically located on any property. The parcel owner shall remain liable for the payment of all assessments and dues. Renters must conform to all covenants and restrictions.

8.5 JUNK MOTOR VEHICLES: No junk motor vehicles may be kept on the subject realty, or any parcel or common roadway thereof; (For these purposes a motor vehicle without a current year's license plat shall be deemed to be a junk motor vehicle). There shall be no major repair of a motor vehicle or boat performed on any lot.

8.6 MOTOR HOMES / CAMPING TRAILERS / BOATS: Can be kept or maintained on any parcel provided they are kept inside a closure, ex. garage, and not in public view. However, camping trailers

shall not be permitted to be placed on any lot in the development for actual use.

8.7 COMMON ROADWAYS TO BE KEPT CLEARED: No obstruction of the common road right-of-way areas shall be permitted.

Any damage or disturbance to a road in the subdivision in connection with construction or other activity on a lot shall be the responsibility of the owner of such lot. Such owner shall, at a minimum, restore the road, as nearly as practicable, to its former condition, at such owner's sole expense. Proper culverts or tiles shall be installed under all driveways. No silt or other drainage arising directly or indirectly from construction shall be permitted to enter upon the lot of another owner. Any violation of any land disturbance ordinance or law, or other land use regulation, shall be a violation hereof.

8.8 ANNOYANCES: No noxious or offensive activity shall be permitted on any lot, nor shall any other activity be carried on which may be or become an annoyance or nuisance to other lot owners. No lot may be used for any illegal purpose. Each lot will be kept and maintained completely free of any junk (including old vehicles and discarded appliances), trash and garbage. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, including, but not limited to, junk vehicles, or household waste; each lot shall be kept clean and in sanitary condition. All garbage is to be placed in containers or bins strictly for the purpose of waste disposal and away from the view of any road. No outside drying or display of laundry is permitted. No boats, trailers, motor homes or similar vehicles shall be stored or parked for more than one week within fifty (50) feet of any road. No semi-tractors or other commercial vehicles shall be parked on or adjacent to a lot, except for such vehicles used to commute to and from work.

8.9 PETS; LIVESTOCK, ETC.: No livestock, animal, poultry, or reptile house, stable, barn, lot, coop, or any other similar structure, shall be constructed or placed on any parcel, nor shall any cows, pigs, goats, horses, turkeys, chickens, fowl,

rabbits, or other livestock animal, fowl, or reptile of any nature or classification whatsoever be kept, maintained, or raised on any parcel; provided however, that traditional household pets, (such as cats or dogs, but specifically excluding poultry and pigs) and which do not prove to be a threat, nuisance, or annoyance to other parcel owners, and which are not kept or raised for agricultural, commercial, or other disposition purposes, shall be permitted. Permitted household pets, when off of the parcel owner's parcel, shall be kept on a leash.

8.10 APPEARANCE OF PARCELS: The pursuit of hobbies or other activities, including but not limited to specifically the assembly or disassembly of motor vehicles or other mechanical personalty, which might tend to create an unsightly, unkept, or disordered condition or appearance shall not be pursued or permitted on any parcel.

8.11 DWELLING LOTS: One single family dwellings may be constructed or placed upon any numbered lot or parcel, as depicted on said plat or any future revision of, or supplement to said plat which may have been designated, from time to time.

8.12 SEWERS: The use of all lots within the subdivision with regard to the disposal of sewerage and effluent shall be done in strict compliance with currently existing State and County Health regulations. In particular, no outside toilets shall be allowed on any lot, and no waste or effluent shall be permitted to enter any stream. Furthermore, all sanitary arrangements must be inspected and approved by local or State Health Officers. Each lot owner shall have the location of any septic tank first approved by the Fannin County Health Department, or agency of similar jurisdiction, prior to the installation of such facilities.

8.13 CUTTING OF TREES: No trees larger than six (6) inches in diameter shall be removed from any lot except where reasonably necessary for construction of a dwelling or planting of a garden, or where such tree is dead, damaged or presents a hazard. No trees to be cut without permission of seller.

8.14 **EASEMENTS:** No structure shall be placed upon any portion of a lot subject to an easement for ingress and egress, nor shall such easement be obstructed, blocked, or modified in any manner detrimental to the exercise of rights of ingress and egress therein.

8.15 **SIGNS:** No signs of any kind shall be placed on any lot, with the exception of signs erected by a builder to advertise the property during construction or sale; and signs for the reasonable identification of the owner and the address of the property.

9.

**SPECIAL LIENS UPON PARCELS:** CASHES VALLEY PROPERTIES, or the Association, as the case may be shall have an enforceable lien upon each parcel to secure the timely payment and performance of each of the following required payment and performance obligations or each parcel owner in respect to each parcel owner's respective parcel:

9.1 The proportionate parcel owner's fee and assessment required of each parcel owner under the provisions of Paragraph 5 in these Covenants; and

9.2 All damages resulting directly or indirectly from any parcel owner's violation of these Covenants; and

9.3 All costs and expenses incurred by the Developer (or any adversely affected parcel owner, as the case may be), including, but not limited to, Court costs and reasonable attorney's fees, in the collection or enforcement of any payment or performance obligation of, or compliance by, any parcel owner under these Covenants.

10.

**SURVIVAL OF LIABILITY:** The breach or non-performance of any obligations by parcel owners arising under these Covenants, shall give rise to personal liability (in addition to any lien rights that may thereby arise). And, such liability shall survive the

termination of ownership of a parcel. In the event of such liability, CASHES VALLEY PROPERTIES, or the Property Owners' Association, shall not be put to any election of remedies, and any or all such remedies may be pursued and exercised, or may be deferred or non-exercised, in any manner, sequence, or method deemed appropriate by the person or entity have the right to exercise such remedies.

FOR AND IN CONSIDERATION OF THE PREMISES, and the benefits flowing to Developer and parcel owners under the provisions and operation of these Covenants, and in witness thereof, Developer, by and through its undersigned duly authorized representatives, has hereunto below set its hand and seal this 18<sup>th</sup> day of April, 1997.

CASHES VALLEY PROPERTIES

Signed, sealed and delivered in the presence of:

By: Perry Joe Sisson (SEAL)  
PERRY JOE SISSON  
By: Joann Sisson (SEAL)  
JOANN SISSON  
By: Pamela Paterson (SEAL)  
PAMELA PATTERSON

W. J. Smith  
Witness  
W. J. Smith  
Notary Public

Notary Public, Pauline County, Georgia  
My Commission Expires March 2, 1998