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**RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
SCENIC VIEWS SUBDIVISION**

THIS RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR SCENIC VIEWS SUBDIVISION, made and published this 11th day of November, 2021 by the Scenic Views Property Owners Association, Inc., a Georgia nonprofit corporation (hereinafter referred to "Association"),

WHEREAS, after a meeting called by the Board of the Association and affirmed by vote, it is the intent of the Association to establish, amend and restate the Covenants and Restrictions of the property described on the attached Exhibit "A", incorporated herein by reference and made a part hereof.

WHEREAS the Declaration of Covenants and Restrictions for Scenic Views Subdivision recorded in Deed Book 366, Pages 591-595, Towns County, Georgia Records, shall be deleted in its entirety and said Covenants and Restrictions shall be fully amended and restated as follows:

WITNESSETH:

WHEREAS it is to the interest, benefits, and advantages of the current Property Owners of Scenic Views Subdivision and of each and every owner who shall hereafter purchase a lot of said property, that certain protective covenants, conditions, restrictions, and easements governing and regulating the use and occupancy of the same be established set forth and declared.

NOW THEREFORE, the Scenic Views Property Owners Association, Inc. (hereinafter "Association") declares that the real property described above is and shall be

held, transferred, sold, mortgaged, conveyed, leased, occupied, and used subject to the covenants, conditions, restrictions and easements hereinafter set forth.

1. All Lots are restricted for residential use only.
2. No business or commercial activity shall be conducted on or from any lot which solicits the presence of the general public upon said lot for the purpose of purchasing goods or services with the exception that rentals of homes in the submitted property shall be allowed for a period of not less than thirty (30) consecutive days. For any rentals made, there shall be an adult over the age of (25) onsite at all times that there is a person or persons less than (25) years of age onsite. The owner of the property shall remain responsible for conduct of guests and their compliance with these covenants.
 - (a) Owner must provide 24/7 contact name, address, phone number and email address to the Association with the name of a person who has decision-making authority for rental related issues/matters. This person shall be deemed agent of the owner and shall receive service of any and all legal matters.
 - (b) There shall also be an exception for home-based businesses involving no retail traffic or storage of inventory or equipment.
3. No Commercial signs except real estate brokers sign "For Sale" or "For Rent" or such signs as may be required by legal proceedings shall be erected or maintained on any lot.
4. No wrecked or unlicensed motor vehicle, trailer, junk, or old appliances shall be kept or stored in plain view on any lot, except that such may be kept or stored enclosed in a building so as not to be subject to view by lot owners or from subdivision roads.
5. No mobile homes or structure of a temporary character, camper trailer, motor home, basement, tent, garage, barn, or other outbuilding shall be used on any lot at any time as a temporary or permanent residence.
6. All telephone, electrical or other wire of any kind shall be installed underground.
7. All permanent dwellings shall be made of any permanent type of exterior wood siding, such as lap siding or log siding, stone and cedar shakes may be used as an accent with the wood siding. All foundations shall be completely covered by paint, stucco, stone, or wood, and done in base color of earth tones. No pastel or bright colored siding shall be permitted. Roofs shall not be of bright pastel colors. Silver and Red metal roofs are permitted. All Roofs shall be of Architectural shingles or Metal, Vinyl or metal may be used on soffit and fascia within base colors of earth tones. Once Building is commenced, construction shall be completed within 12 months unless otherwise approved by the Association.

8. All Houses shall be single family dwellings, constructed on site. Garages, either attached or detached from the house must be at least large enough for one vehicle. No house may contain less than 1200 square feet of heated living area on the main floor exclusive of porches, patios, and basements. If the residence is one story or alternatively no house may contain less than 800 square feet of heated living area on the main level and 400 feet of heated living area on the second level, basement (if finished), or other heated finished areas exclusive of porches and patios. All structures must be placed according to Towns County's minimum setbacks.
9. It shall be the responsibility of each lot owner to prevent the development of noxious, unclean, unsightly, or unkempt condition of buildings or grounds on said owners lot which substantially decreases the beauty of the neighborhood as a whole or of a specific area: provided, however, that conditions which are normal, used or customary to similar construction shall be permitted during the actual period of construction or improvements on any lot subject to the time limitation in Paragraph 7 above. Unimproved lots shall be kept in a reasonably neat fashion to be determined collectively by the Association.
10. No animals of any kind shall be raised or bred on any lot. Only usual household pets are allowed.
11. The accumulation of any garbage or refuse on any lot is prohibited. All garbage containers must be kept out of sight until the appropriate day of pickup and then promptly returned to an enclosed building.
12. Beginning at the entrance on Fodder Creek Road, a black, three rail fence will run the length of one side of all roads as originally installed by the Developer. Maintenance of the fence will be funded from Association dues.

At the roadside of each driveway a uniform post light will be installed on lots with homes with a dusk to dawn sensor and maintained by the homeowner, said post light to be approved by the Association prior to installation.

13. No chain link fencing allowed.
14. All plans, exterior materials of construction and exterior color schemes must be approved by the Scenic Views Property Owners Association in writing prior to starting construction. Should the owner begin construction of a house without the Association's approval of these matters, or should owner deviate from approved architectural controls, and should the Association deem such actions not to be in the best interest of the subdivision, the Association may take whatever legal action is necessary to remedy said problem upon a vote by the Members to engage and fund in such action. All costs incurred to correct the violation shall be borne by the owner.

15. All structures such as barns, outbuildings, additional garages, etc. shall be subject to the same architectural controls and set back requirements as set forth in paragraph 7, 8 and 9.
16. No lot may be further subdivided.
17. Every owner of a lot controlled by these covenants and restrictions is a member of the Association. Members of the Association are entitled to one vote per lot owned.
18. The covenants, restrictions, easements, reservations, terms, and conditions contained in the declaration, shall run with the land, and shall be binding upon all lot owners and their heirs, successors, and assignees.
19. Roads were asphalted by the Developer and are considered privately owned by the development. If damage is done to the roads by individual home construction, the homeowner will be held responsible for repairs as determined by the Association.
20. The Association has the power to levy assessments, as herein provided, for the purpose of maintaining roads and other improvements for services within or for the benefit of the lots subject to these covenants, including roads, water, and/or utility easements. The annual assessment shall be One Hundred Fifty Dollars (\$150.00) per year for unimproved lots and Two Hundred Dollars (\$200.00) per year for improved lots. A lot is considered improved for the year construction begins for the purpose of these covenants. Additionally, the Association has the power to levy Special Assessments as described in the Association By Laws.

A) All owners of lots in the subdivision shall become members of the Association upon the execution, delivery and recordation of a deed of conveyance of title to any lot or lots. Dues shall be paid on or before January 15th of each year.

B) Each owner of a lot subject to these covenants and restrictions shall maintain one membership in the Association and one vote per lot, provided that their annual dues are paid. All the owners shall abide by this Declaration of Covenants and Restrictions for the Scenic Views Subdivision, as well as any Bylaws of the Scenic Views Property Owners Association, Inc. as may be created. Each owner of a lot subject to these covenants and restrictions agrees to pay the Association annual dues.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate 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 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 way affect any of the other provisions which shall remain I full force and effect.

IN WITNESS WHEREOF, said Officers of Scenic Views Property Owners Association, Inc. have hereunto set their hands and seals on this 18th day of November, 2021.

**SCENIC VIEW PROPERTY OWNERS
ASSOCIATION, INC., a Georgia nonprofit
corporation**

Chak T. Ach

By: (Name of person)
Its: President

Dale Lissa

By: (Name of person)
Its: Secretary

Jessica McClure

Witness

Pam Arrowood

Notary Public

