

State of Georgia  
County of Gilmer

State of Georgia - Gilmer County  
Filed for Record 11-3-00  
At 1:15 P. M. Recorded 11-8-00  
Deed Book 739 Page 504

Blanche Ann Johnson  
Clerk Superior Court

Declaration of Covenants and Restrictions  
for  
Trails End Subdivision

This Declaration of Covenants, Restrictions, and Easements for Trails End Subdivision is made this 3rd day of NOV, 2000, by Mastercraft Properties, Inc., a Georgia Corporation, hereafter referred to as "Declarant".

Witnesseth

Whereas, Declarant is the fee simple owner of all that tract of land lying and being more particularly described below, said property being:

See Exhibit "A", Final Plat of Trails End Subdivision, recorded in Plat Book 35, page 251 of the Gilmer County Records, on Nov. 3, 2000 at 4:50' clock PM.

Whereas, Declarant desires to enhance the value and provide for the uniform development of the property;

Now Therefore, the Declarant hereby declares that the submitted property shall be held, conveyed, encumbered, used, occupied, and improved subject to the following additional covenants, restrictions and easements, all of which are in furtherance of a plan for improvement of real property and every part thereof. The covenants, restrictions and easements set forth herein shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest therein or thereto, and shall, subject to the limitations herein provided, inure to the benefit of each Owner, as defined herein; his heirs, successors, and assigns.

GENERAL COVENANTS, RESTRICTIONS AND DESIGN STANDARDS

1. All lots shall be used for residential purposes only, and no business or business activity shall be carried on upon any lot at any time.
2. No junk cars are to be parked on any lot at any time; the term "junk car" meaning one without a current license plate and decal.
3. No mobile, modular, pre-fabricated home or homes constructed in whole or in part off of any lot, will be allowed on any lot.
4. Any outbuildings shall be constructed utilizing logs or log siding exteriors, and be subject to the approval of Declarant.
5. Not more than one single family dwelling shall be erected on any lot. Dwellings shall contain not less than 1,000 interior square feet of finished heated area, exclusive of open porches, unfinished basements, garages, carports and breezeways. Two story

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dwellings shall not contain less than 640 interior square feet of finished heated area on the first floor, exclusive of open porches, unfinished basements, garages carports and breezeways. All dwellings (above ground) shall be constructed utilizing logs or log siding exteriors and shall be subject to the approval of Declarant.

6. An easement is hereby reserved across each lot for the installation of water lines and other utility lines. Said easements are not mere easements, but are rights running with the land and shall inure to the benefit of Declarant, his heirs and assigns and shall forever be a burden against the property which shall not be extinguished by non-use.
7. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Such household pets must not constitute a nuisance or cause unsanitary conditions. Potentially vicious breeds of dogs are specifically excluded, and may not be raised, bred or kept on any lot.
8. No noxious, offensive, or illegal activities shall be allowed or suffered upon any lot, nor anything be done thereon which is, or may become an annoyance or nuisance to other owners.
9. No sign of any kind shall be displayed to the public view on any lot, except such signs as comply with the provisions hereof. Builders may display such signs as are normally utilized to advertise the property during the construction and sales period. After an owner closes his purchase on any lot in the subdivision, the only signs permitted will be: 1. a professionally prepared sign for identification purposes of not more than one square foot in area, and 2. a single sign to rent or sell said lot of a type used by Brokers in the area, with the usual wording, such sign to be no more than four square feet in size. In the event any such sign is unsatisfactory, the sign will be removed. These limitations shall apply to signs of all types, including banners, signs on cloth, paper, cardboard and other materials.
10. Except during the construction of permanent improvements thereon, no Owner shall excavate or extract any earth from any lot for any business or commercial purpose or otherwise. No elevation changes shall be permitted which materially affect surface grade of surrounding lots.
11. Driveways shall be maintained in good order.
12. No mobile, modular, prefabricated home or homes constructed in whole or in part

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off any lot will be allowed on any lot.

13. All utility easements and development roads are hereby reserved for the use of Declarant his heirs and assigns.
14. Common properties such as roads shall belong to property owners when all lots are sold. Wells located on the property shall belong to property owners when all lots are sold.
15. All concrete and concrete block must be covered with rock, stucco or wood.
16. No garments, laundry, rugs, or other articles may be aired or dried on any lot, with the exception of clotheslines installed at the rear of homes and not visible from the road.
17. All outdoor lighting shall be so shaded and directed such that the light therefrom is directed to fall only on the same premises where light source is located.

DURATION AND AMENDMENT

This declaration and the restrictions contained herein shall run with and bind the submitted property for a period of twenty years from and after the date when this declaration is filed for record with the Clerk of the Superior Court of Gilmer County, Georgia, after which time this declaration and the restrictions shall be automatically renewed for successive periods of ten years; provided however, that after the end of said twenty year period and during any ten year renewal period (but only during such renewal period) this declaration and the restrictions contained herein may be terminated by an instrument executed by 4/7 of the property owners and recorded in the Office or the Clerk of the Superior Court of Gilmer County, Georgia, or in such place of recording as may be appropriate at the time of execution of such instrument.

MISCELLANEOUS

1. Severability-A determination by a court that any provision hereof is invalid for any reason shall not affect the validity of any other provision thereof.
2. Constructive Notice-Each owner, by his acceptance of a deed or other conveyance of a lot, acknowledges for himself, his heirs, legal representatives, successors and assigns, that he is bound by the provisions of this declaration.
3. Binding Effect-This declaration shall be binding upon the undersigned, its heirs, administrators, successors and assigns. Said declaration shall run with the title to the property described in Exhibit "A" and any subsequent property that is added hereto by amendment.

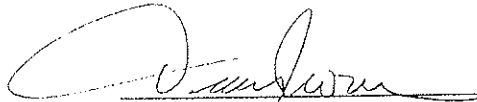
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- 4. The streets in this subdivision are private streets and are neither maintained by Gilmer County nor considered part of the road system of Gilmer County. The responsibility for the upkeep and maintenance of the streets shown hereon are the responsibility of the individual homeowners through the subdivision's Homeowners Association.
- 5. Upon acceptance of a deed, each individual property owner shall automatically become a mandatory member of the Trails End Homeowners Association, Inc.

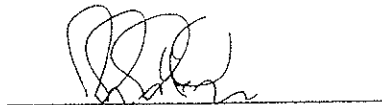
In Witness Whereof, the Declarant has hereunto set his hand and seal as of the day and year first above written.

Mastercraft Properties, Inc. (Declarant)

  
 \_\_\_\_\_  
 David L. Isom, President

  
 \_\_\_\_\_  
 Witness



  
 \_\_\_\_\_  
 Notary Public

**Addendum to Disclosure Agreement for Trails End Subdivision**

In addition to the attached disclosure agreement and the recorded Covenants and Restrictions for Trails End Subdivision, which buyer has read, acknowledges, and agrees to; said property being located in Land lots 192, 193, 204 and 205 of the 10th district, second section of Gilmer County, Georgia, Purchaser and Seller agree as follows:

- A. The term "mobile, modular or prefabricated home", as it appears in the covenants and restrictions, for Trails End Subdivision shall include, but not be limited to the following:
1. Campers, pop-up trailers, travel trailers, motor homes, motor coaches, truck campers, or recreational vehicles (r.v.'s).
- B. Within one year of excavation for a foundation, or any part thereof, on any lot, each owner shall cause, at a minimum, the following improvements to be completed:
1. Grading, backfill, finished driveway, and landscaping.
  2. Framing, siding, windows, exterior doors, finished roof, decks, porches, stairs and rails.
  3. Installation of drainage structures, if required to control storm water.
  4. All exterior paint and stain, as approved by Seller.
- C. Prior to commencement of construction (excavation) each owner shall provide to Developer exterior elevation drawings, along with a list of exterior colors and materials for Developer's approval. Any garages or out-buildings shall require Developer's approval which also includes the location of any and all structures to be placed on any lot.

**Miscellaneous**

1. **Constructive Notice**-Each owner, or subsequent owner of any lot, by his acceptance of a deed or other conveyance of a lot, acknowledges for himself, his heirs, legal representatives, successors and assigns, that he is bound by the provisions of this agreement.
2. **Binding Effect**-This agreement shall be binding upon the undersigned, its heirs, administrators, successors and assigns. Said agreement shall run with title to each lot contained in Trails End Subdivision, as described above.

Agreed to this day, the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at Ellijay, Georgia.

Purchaser/Lot No. \_\_\_\_\_

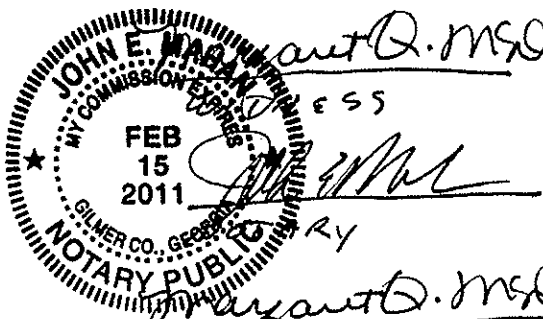
Amendment to Covenants and Restrictions  
For  
Trails End Subdivision.

(Addendum 2)

The covenants and restrictions for Trails End Subdivision, are hereby amended as follows: **REFERENCE DEED BOOK 739, PAGE 504, GILMER COUNTY RECORDS**

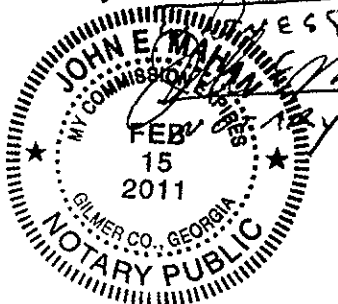
1. Mailboxes within the subdivision shall be U.S Postal Service No.2 Standard Rural Route Boxes, either Black or Green in color, mounted on a standard 4" X 4" pressure treated, or cedar Mail Box Post.
2. Item C in the first Addendum to the Covenants shall be changed to read "The Association", where it now reads "Developer" or "Declarant".
3. Minimum Lot size in the subdivision is 3.0 acres, except for the parcel containing the clubhouse and pool. Existing boundary lines, as shown on the final Plat for Trails End Subdivision, shall not be changed, except through the legal variance process, as approved by the Gilmer County Planning Commission.
4. There shall be no "clear cutting" of any lot. Removal of trees, other than those That are dead, or obviously dying shall require approval of the Association.
5. Original exterior colors of all structures, shall not be changed without the approval of the Association.

Submitted this the 5<sup>th</sup> day of February, 2007.



Trails End Homeowners Assn, Inc.

David L. Isom, Pres



Trails End Homeowners Assn. Inc.

David L. Isom, Sec.

