

On
DEED Book 749 Page 81
On 8/26/2025

On
DEED Book 749 Page 89
On 8/26/2025

After recording please return to:
The Lance Law Firm, PC
57 Sears Way
Blairsville, GA 30512

On
DEED Book 743 Page 652

On 5/2/2025

STATE OF GEORGIA

[Space above this line for Recording Information]

COUNTY OF TOWNS

Towns County, Georgia
Clerk's Office Superior Court
File for Record 9-23
20 14 at 8:45 A M
Recorded 9-23 20 14
In Book No. 555 Page 49
Cecil Dye, Clerk 54

On
DEED Book 741 Page 325
On 3/14/2025

On 3/14/2025

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WHISPER WOODS ESTATES SUBDIVISION
THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
WHISPER WOODS ESTATES SUBDIVISION, made and published this 12th day of September, 2014,
by PREMIER LAND LIQUIDATORS, LLC (hereinafter, "Declarant"), hereafter referred to together with
its successors-in-title who come to stand in the same relation to the property as its predecessor did as
"Declarant".

On
DEED Book 740 Page 280

On 2/14/2025

WHEREAS, Declarant is the fee simple owner of all the tract or parcel of land lying and being in
Lots 58, 59, 94 and 95, 18th District, 1st Section, Towns County, Georgia, and being Whisper Woods
Subdivision, as shown on a Plat of survey recorded in Plat Book 36, Pages 159-160, and Plat Book 40,
Pages 99-102 and Plat Book 40, Pages 103-104, (hereinafter called "Plat") as recorded in Towns County,
Georgia, and

WHEREAS this Declaration shall replace that certain instrument previously recorded at Deed
Book 341, pages 767-789, Towns County, Georgia, real property records, and which Declaration shall be
deleted in its entirety; and

WHEREAS, it is the intent of Declarant to establish a general plan and uniform scheme of
development and improvement of the upon referenced property; and

WHEREAS, the Declarant is the owner of the real property (hereinafter called "Property")
described in this Declaration of Covenants, Conditions and Restrictions (hereinafter called the
"Covenants") and is desirous of subjecting the Property to the protective covenants, conditions and
restrictions hereinafter set forth, each and all of which is and are for the benefit of the Property, for the
benefit of the parcels or tracts located thereon, whether now already or hereafter subdivided and platted,
and for the benefit of each owner of the parcels or tracts which are now already or may hereafter be
subdivided and platted within the Property (hereinafter called the "Property Owners) and shall apply to
and bind the owners thereof, their heirs, successors and assigns thereafter running with the land; and

WHEREAS, the Property is subjected to these Covenants in order to insure the best use and the
most appropriate development and improvement of the Property and the tracts located therein; to protect
the owners thereof against such improper use of surrounding tracts as will depreciate the value of their

property; to preserve, so far as practicable, the natural beauty of the Property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to encourage and insure the highest and best development of the Property; to encourage and secure the building of attractive homes thereon, with appropriate locations thereof on the Property; to prevent haphazard and inharmonious improvement of the Property; to secure and maintain an aesthetically pleasing quality of development and improvement of the property, and thereby to enhance the values of the Property.

NOW, THEREFORE, Declarant, for itself, its successor and assigns, hereby declares that the Property is and shall be held, transferred, sold, devised, assigned, conveyed, given, Purchased, leased, occupied, possessed, mortgaged, encumbered and used subject to these Covenants. These Covenants, the benefits of these Covenants and the affirmative and negative burdens of these Covenants, whether pertaining to items, benefits and obligations presently existing or to be created or executed in the future, do and shall, in equity and at law, touch and concern, benefit and run with the land and any estates in the land herein referred to as the Property and these Covenants are intended to be Covenants and servitudes burdening and benefitting all persons now or hereafter deriving a real property estate in the Property, whether by assignment, succession or inheritance or other method of conveyance.

1. The property shall be used for single-family residential use only. No lot or tract shall be subdivided, nor shall more than one (1) residence be constructed on any lot or tract. All residences constructed within the development shall have a minimum square footage requirement of 1,400 square feet heated floor space above grade. A guest house with a minimum of 1,000 square feet heated floor space above grade may be built on the lot or tract after, or simultaneously therewith, the construction of the primary residence. House plans must first be approved by the Declarant or the Property Owners Association when the same is formed prior to the commencement of any construction.

2. No building shall be erected upon the granted premises which has cinder blocks or concrete blocks visible from the exterior of such building nor shall any building be erected thereon with exterior asphalt or asbestos siding or cobble or creek stone.

3. No mobile homes, house trailers, or junk or inoperable motor vehicles shall be allowed upon any granted lot or tract, if the same is visible from any street right of way within said development. No building of a temporary character shall be erected or allowed to remain on said property for a continuous period in excess of three (3) months unless approved by the developer or by Property Owners Association when the same is formed.

4. When the construction of a building is commenced by the owner of any lot or tract in said development, the exterior construction of said building shall be completed within twelve (12) months from the date construction is stated.

5. Each person or persons erecting a residence on said property shall install a septic tank in accordance with the rules, regulations and specifications as approved by the Towns County Health Department. All utilities, specifically including electricity, telephone, cable television and internet lines shall be placed underground.

6. The owners of any granted lot or lots agree that they will maintain their respective premises in a neat, presentable and attractive condition, including, but not limited to, the keeping of garbage in closed containers, the cutting of grass and weeds, and the removal from the premises of trash and debris; and said property owners further agree that when deemed necessary by the Declarant, or the Property Owners Association, or its successors and assigns, that the Declarant, or the Property Owners Association may perform or cause to be performed the maintenance work, and the owners agree to reimburse the

Declarant, or the Property Owners Association for all expense incurred in the performance of the maintenance work on their individual premises.

7. No part of said premises shall be used or occupied injuriously as to affect the use, occupation or value of the adjoining or adjacent premises for residence purposes, or the neighborhood whereto the premises are situated. Farm animals, including, but not limited to, cattle, livestock, chickens and swine, are prohibited. Household pets, properly maintained, are allowed. A lot owner may have one (1) horse per fenced acre as long as the horse or horses are properly maintained on the property.

8. It is the purpose and intent of these covenants that the subject property be preserved in its current rural character and that the existing serene peaceful atmosphere and setting of the area be maintained.

9. There shall be no commercial activities on any tract, specifically including, but not limited to, the operation of garages, car repair shops, machine shops, offices or business complexes, sawmills or logging facilities. However, a residence may be used as rental property, which rental shall not constitute a breach of these covenants.

10. All owners of lots or tracts within the development shall pay an annual assessment of not less than Five Hundred and 00/100 (\$500.00) Dollars per year to be used for the maintenance and upkeep of roads within the development; provided, however, that those tract owners fronting on a public road who do not need to use the development roads shall not be required to pay this road maintenance fee. This road maintenance fee shall be payable to the Declarant, until such time as the Property Owners Association is formed, and at such time, all owners of lots or tracts shall become members of the Property Owners Association and shall be subject to all assessments and rules and regulations as may be adopted by the property owners association. In the event that any owner or owners should re-subdivide any lot or tract and a dwelling shall be constructed upon the subdivided lot or tract, the owner of said dwelling and land shall be subject to the same road maintenance fee and obligation to become a member of the Property Owners Association as all other owners of lots or tracts within said development. Contiguous lots shall only be required to pay one assessment fee. Declarant shall not pay any assessments so long as one lot remains in Declarant's name.

11. Notwithstanding anything elsewhere herein, camping by a property owner, the owners family and guests, shall be allowed on the owner's lot or tract for a maximum period of seven (7) days over a thirty (30) day period and so long as professional camping equipment is used.

12. No signs of any type shall be displayed to public view on any portion of said property except one sign of not more than 24 inches by 24 inches advertising property for sale or a temporary builder's sign, which signage must be approved by Declarant or the Property Owners Association. All said signs shall be professionally lettered and neatly installed. Declarant reserves the right to erect entrance signs and remove any signs on future event sale dates.

13. No mining, quarrying, drilling, or other such land disturbing activities shall be permitted on any portion of said property, provided, however, land disturbing activities as necessary for construction of road, trails, utility lines, house sites, driveways, septic tanks and drain fields shall be permitted so long as all disturbances for any and all such land disturbing activities are done in an environmentally sound manner with minimal impact on the sensitive water environment and resources including but not limited to a) the construction and maintenance of all sedimentation fences, etc. necessary to prevent all sedimentation, siltation, erosion, etc. from entering into the said streams, branches and/or springs and b) taking all steps necessary to prevent chemicals and/or other pollutants from entering into the said streams and/or branches. The lot owner shall adhere to the MOUNTAIN PROTECTION ORDINANCE FOR TOWNS COUNTY dated September 21, 2006.

14. Lot Owners shall make every effort to maintain as much of the natural tree canopy as possible. Cutting for views must be approved by the Declarant or the Association and Owners may only remove 10% of the trees, greater than 6 inches in diameter on the Lot without the prior written consent of the Association. Furthermore, no tree with a diameter of 10 inches or larger may be removed without the consent of the Association. All trees cut down must be entirely removed from property. The lot owner shall adhere to the MOUNTAIN PROTECTION ORDINANCE FOR TOWNS COUNTY dated September 21, 2006.

Blue Ridge Mountain EMC must be contacted prior to cutting any trees on their land.

15. Invalidation of any one or more of the foregoing covenants by court order or otherwise shall in no way affect any of the other covenants or restrictions herein set forth, and they shall remain in full force and effect.

The above covenants and restrictions are placed on the property hereinabove set forth as a part of a general plan of development for the benefit of all owners of the property hereinabove specified within Whisper Woods Estates Subdivision, and the covenants are and shall be binding upon the present owners of the property, their successors, heirs and assigns and shall be covenants running with the land, binding on all future owners of the property.

All covenants and restrictions herein set forth shall remain with the land and be binding on all parties and persons claiming under them for a period of twenty (20) years, and after the initial period, the covenants shall automatically be extended for successive periods of ten (10) years each, unless an instrument signed by the owners of a majority of the lots or tracts of land herein affected by these covenants has been recorded in the Clerk of Superior Court for Towns County agreeing to a modification or change of the covenants, in whole or in part.

Declarant reserves the right to amend these covenants and restrictions for so long as Declarant owns a lot in the subdivision. All amendments to the declaration shall become effective upon recordation, unless a later date is specified in the amendment.

SO EXECUTED this 12th day of September, 2014.

PREMIER LAND LIQUIDATORS, LLC

Peter Springer

By: Peter Springer, Manager

Signed, sealed and delivered in
the presence of:

[Signature]
Unofficial Witness

Shuana Belt

Notary Public

My commission expires

(Affix Notarial Seal here)



EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lots 58, 59 and 94, 18th District, 1st Section, Towns County, Georgia, containing 110.675 acres, and being shown as Tract One (1) on a plat of survey by Rochester & Associates, Inc. dated May 12, 2000, recorded in Plat Book 24 page 261 Towns County records which description on said plat is incorporated herein by reference and made a part hereof.

The property is conveyed subject to the easements granted by Boyd Shook to the Blue Ridge Mountain Soil Conservation District and the road easement to said Dam.

The grantee grants to grantee a perpetual easement for ingress and egress to the above described property along the existing Road which shall serve the above described property.

The property is subject to the easement to Blue Ridge Mountain Electric as recorded in Deed Book 229, Page 11, Towns County records.

The above legal description includes all that tract or parcel of land lying and being in Land Lot 58, 59, and 94, 18th district 1st section Towns County, GA being Out Parcel A containing 7.43 acres, more or less, of Whisper Woods Estates Subdivision as shown on plat of survey by LandTech Services, Inc., James L. Alexander, RLS dated February 15, 2008, and filed and recorded in Plat Book 38, Page 91, Towns County, Georgia records with said description on said plat is incorporated herein by reference.

LESS AND EXCEPT:

All that tract or parcel of land lying and being in Land Lots 58, 59 and 94, 18th District, 1st Section, Towns County, Georgia, Lot 9 containing 2.119 acres more or less, of Whisper Woods Estates Subdivision as shown on a plat of survey by LandTech Services, Inc., James L. Alexander R.L.S. dated February 4, 2005, and filed and recorded in Plat Book 34, Page 171-172, Towns County, Georgia records which description on said plat is incorporated herein by reference.

LESS AND EXCEPT:

All that tract or parcel of land lying and being in Land Lots 58, 59 and 94, 18th District, 1st Section, Towns County, Georgia, Lot 10 containing 2.116 acres more or less, of Whisper Woods Estates Subdivision as shown on a plat of survey by LandTech Services, Inc., James L. Alexander R.L.S. dated February 4, 2005, and filed and recorded in Plat Book 34, Page 171-172, Towns County, Georgia records which description on said plat is incorporated herein by reference.

LESS AND EXCEPT:

All that tract or parcel of land lying and being in Land Lots 58, 59 and 94, 18th District, 1st Section, Towns County, Georgia, Lot 15 containing 2.069 acres more or less, and Lot 17 containing 2.158 acres, more or less, of Whisper Woods Estates Subdivision as shown on a plat of survey by LandTech Services, Inc., James L. Alexander R.L.S. dated February 4, 2005, and filed and recorded in Plat Book 34, Page 171-172, Towns County, Georgia records which description on said plat is incorporated herein by reference.

LESS AND EXCEPT:

All that tract or parcel of land lying and being in Land Lots 58, 59 and 94, 18th District, 1st Section, Towns County, Georgia, Lot 16 containing 3.010 acres more or less, of Whisper Woods Estates Subdivision as shown on a plat of survey by LandTech Services, Inc., James L. Alexander R.L.S. dated February 15, 2008, and filed and recorded in Plat Book 38, Page 90, Towns County, Georgia records which description on said plat is incorporated herein by reference.

LESS AND EXCEPT:

All that tract or parcel of land lying and being in Land Lots 58, 59 and 94, 18th District, 1st Section, Towns County, Georgia, Lot 23 containing 1.457 acres more or less, of Whisper Woods Estates Subdivision as shown on a plat of survey by LandTech Services, Inc., James L. Alexander R.L.S. dated February 4, 2005, and filed and recorded in Plat Book 34, Page 171-172, Towns County, Georgia records which description on said plat is incorporated herein by reference.

The property is conveyed subject to all matters and conditions shown on the above referenced plat.

The property is conveyed subject to the road easements as shown on aforesaid Plats.

The property is conveyed subject to the Declaration of Covenants, Conditions, Restrictions and Easements for Whisper Woods Estates as recorded in Deed Book 341, Pages 767-789, Towns County, Georgia records.

The property is conveyed subject to the easement to Blue Ridge Mountain EMC as recorded in Deed Book 229, Page 11, Towns County, Georgia records.

The property is conveyed subject to the easements granted by Boyd Shook to the Blue Ridge Mountain Soil Conservation District and the road easement to said Dam as shown on that Quit Claim Deed from H. Mac Clark to Riveria Mt. Land, LLC dated September 22 (no year on deed) and recorded on September 25, 2003, as recorded in Deed Book 285, Page 600, Towns County, Georgia records.

The property is conveyed subject to Underground Water and Utility Easement dated December 12, 2013, from Riveria Mt. Land, LLC to Michael Somolo and Melissa Somolo as recorded in Deed Book 544, Pages 760-761, Towns County, Georgia records, said easement is expressly appurtenant to Lot 16 of Whisper Woods Estates.

The property is conveyed subject to the perpetual, non-exclusive easement to United Community Bank over and across the Bridal Path Way as shown on aforesaid Plat recorded in Plat Book 38, Page 91, and said easement being recorded in Deed Book 436, Page 267, Towns County, Georgia records.

The grantor grants to grantee a perpetual easement for ingress and egress to the above described property along the existing roads which shall serve the above described property.

TOGETHER WITH:

All that tract or parcel of land lying and being in Land Lots 58, 59 and 94, 18th District, 1st Section, Towns County, Georgia, containing **1.809 acres, and being shown as Tract Two (2)** on a plat of survey by Rochester & Associates, Inc. dated May 12, 2000, recorded in Plat Book 24 page 261 Towns County records which description on said plat is incorporated herein by reference and made a part hereof.

The property is conveyed subject to all matters and conditions shown on the above referenced plat.

The property is conveyed subject to the road easements as shown on aforesaid Plats.

The property is conveyed subject to the Declaration of Covenants, Conditions, Restrictions and Easements for Whisper Woods Estates as recorded in Deed Book 341, Pages 767-789, Towns County, Georgia records.

The property is conveyed subject to the easement to Blue Ridge Mountain EMC as recorded in Deed Book 229, Page 11, Towns County, Georgia records.

The property is conveyed subject to the easements granted by Boyd Shook to the Blue Ridge Mountain Soil Conservation District and the road easement to said Dam as shown on that Quit Claim Deed from H. Mac Clark to Riveria Mt. Land, LLC dated September 22 (no year on deed) and recorded on September 25, 2003, as recorded in Deed Book 285, Page 600, Towns County, Georgia records.

The property is conveyed subject to Underground Water and Utility Easement dated December 12, 2013, from Riveria Mt. Land, LLC to Michael Somolo and Melissa Somolo as recorded in Deed Book 544, Pages 760-761, Towns County, Georgia records, said easement is expressly appurtenant to Lot 16 of Whisper Woods Estates.

The property is conveyed subject to the perpetual, non-exclusive easement to United Community Bank over and across the Bridal Path Way as shown on aforesaid Plat recorded in Plat Book 38, Page 91, and said easement being recorded in Deed Book 436, Page 267, Towns County, Georgia records.

The grantor grants to grantee a perpetual easement for ingress and egress to the above described property along the existing roads which shall serve the above described property.

TOGETHER WITH:

All that tract or parcel of land lying and being in Land Lots 58 and 95, 18th District, 1st Section, Towns County, Georgia, containing **19.744 acres** as shown on a plat of survey by Land Tech Services, Inc. dated May 3, 2002, as recorded in Plat Book 28, Page 169, Towns County records, which description is incorporated herein by reference and made a part hereof.

The property is conveyed subject to the ingress and egress as shown on said plat.

The grantor grants to grantee a perpetual non-exclusive easement for ingress and egress to the above described property, said easement running from Jacks Branch Road as shown on said plat.

Subject, however, to all easements, restrictions and rights of way of record.

The property is conveyed subject to the ingress and egress easement as shown on said plat.

The grantor grants to grantee a perpetual non-exclusive easement for ingress and egress to the above described property, said easement running from Jacks Branch Road as shown on said plat.