

DECLARATION OF PROTECTIVE AND
RESTRICTIVE COVENANTS FOR
HIGH COUNTRY CROSSING SUBDIVISION

(1) LAND USE AND BUILDING TYPE: All lots in the subdivision shall be known, described and used solely as residential lots, and no structure shall be erected on any lots other than one, single family dwelling, which shall not exceed two stories in height above the ground.

Garden/tool sheds shall not exceed a maximum size of 12' x 24' and must be structurally sound. Sheds must be used for storage only and be constructed in accordance with FINISHED EXTERIOR #19 of these covenants. All sheds must be located beside or behind the homes. Green houses will be allowed.

(2) RE-SUBDIVISION OF LOTS: No residential lot shall be re-subdivided into building plots of lesser size than the original lot, except that part of a lot may be sold to the owner of the adjoining lot. The part sold shall thereafter be considered a part of the adjoining lot.

(3) LAND USE: A trailer, mobile home, manufactured home, basement, tent, shack, garage, barn or any other outbuilding shall not be used as a temporary or permanent resident.

(4) BUILDING LOCATION: No house will be built closer to an adjoining subdivision lot than twenty (20) feet.

(5) BUILDING USE: No duplexes, condominium, or multi-unit building shall be located on any subdivision lots.

No building shall be erected on any lot that will be used as a school, church, kindergarten, or business of any type.

(6) EASEMENT: Easements for installation and maintenance of utilities are reserved.

(7) ARCHITECTURAL CONTROL: No gates, columns, or walls for fences shall be erected or placed along the front lot line unless the design or location conforms to and is in harmony with the design and construction of existing appurtenances.

No chain link fences are to be placed on the front line of any lot. Any chain link fences along the rear or side lot lines that are visible from the street, shall be screened with trees or shrubbery.

All playground equipment shall be placed at the rear of the dwellings.



Doc ID: 002152410004 Type: COVE
Recorded: 03/02/2017 at 11:20:00 AM
Fee Amt: \$16.00 Page 1 of 4
Fannin Co. Clerk of Superior Court
DANA CHASTAIN Clerk of Courts

BK 1200 PG 87-90

(8) LANDSCAPING: No large trees will be removed from any lot except for those necessary to clear an area for construction of a house or for reasonable landscaping. Hazardous or diseased trees may be removed.

(9) SIZE OF DWELLING:

- a) No one-story dwelling shall be erected on any lot where the ground area is less than 1500 square feet.
- b) No two-story structure or dwelling shall be erected on any lot where the ground area is less than 1,000 square feet and where the total square footage of all stories is less than the minimum one-story requirements.
- c) In the case of a split-level structure, no dwelling shall be erected on any lot where the lower level shall be less than 1000 square feet and where the total square footage of finished and heated living area of all levels is less than the minimum one-story requirements.
- d) In the case of a split-foyer structure, no dwelling shall be erected on any lot where the lower level shall be less than 1000 square feet and where the total square footage of finished and heated living area of all levels shall be less than the minimum one-story requirements.
- e) In the case of the one-story structure with a finished basement, no dwelling shall be erected on any lot where the main floor shall be less than 1500 square feet and where the total square footage of finished and heated living area shall be less than the minimum one-story requirements.
- f) These minimum requirements of square footage shall be exclusive of porches, carports, garages, outside storage rooms and similar items of construction.

(10) POWER SUPPLY: Electrical power from any electrical power source must be supplied to a lot only by the use of underground cables and lines to any residential structure or storage structure placed on any lot. Solar panels on roofs or stands placed in rear of dwelling or lot are allowed.

(11) WATER SYSTEM: A water system is to be installed and run to each lot. Individual owners of said lots will be billed each month at the same rate of City of Morganton water rates. The water system will be installed and maintained by High Country Crossing Subdivision owners.

(12) ARCHITECTURAL CONTROL: Concrete block construction is prohibited on any lot except that concrete blocks may be used in foundations and chimneys but must be covered and concealed by either rock or brick.

(13) OFFENSIVE TRADE: No noxious or offensive trade shall be carried on or upon any lot or any action or behavior performed which may be or become an annoyance or nuisance to the neighborhood.

(14) NUISANCES: Each lot will be kept and maintained completely free of any junk, including old vehicles and appliances, trash and garbage.

The use of trail bikes, motorcycles, All Terrain Vehicles (ATV's), dune buggies, or similar type vehicles is discouraged; however, if used, all must be used in such a manner as to create no disturbances or offensive and obnoxious noise.

Recreation vehicles shall not be used on a lot as a temporary residence or parked on any common accessed road within the development.

All vehicles must be parked in driveway(s) and no vehicles that require a CDL license may be parked at a residence.

(15) ANIMALS: No livestock, poultry, or other animals shall be permitted on any lots with the exception of domesticated house pets.

All pets shall be properly cared for in a humane manner and controlled at all times.

Pets shall be leashed and walked on roads, not on other residents' property.

Homeowners walking pets shall clean up after pets immediately if they leave solid waste on other residents' property.

(16) ARCHITECTURAL CONTROL: All remote air conditioner units, fuel tanks, and garbage containers shall be properly screened from general view.

No permanent, commercial signs, banners, or displays will be allowed except for reasonable identification of the owner(s) and address of the property.

(17) RENTALS: The erection of any structure primarily or intended to be used for rental purposes is prohibited; however, it is not intended by this prohibition to prevent an owner from renting a room in any dwelling located upon a lot in the subdivision if the dwelling is occupied by the owner at the time the renting or leasing is done.

The prohibition does not prevent renting or leasing of an entire dwelling by the owner at a future date provided the home owner(s) resides in the dwelling for 2 years prior to renting or leasing the home to others.

(18) MAINTENANCE: Each owner shall keep their building site, building, improvements and appurtenances, e.g., right-of-way, in a safe, clean, neat and orderly condition, free of accumulated trash or rubbish.

Any burning must be done in a contained area with a Georgia burning permit.

(19) FINISHED EXTERIOR: Structures shall be constructed of log or wood frame with rot-resistant wood, concrete composite, aluminum, steel, PVC, vinyl, rock or brick siding.

No finished exteriors with may be constructed with plywood or metal panels.

There shall be no metal galvanized roofs.

Only finished building materials shall be applied to all sides of a structure which are visible to the general public and to occupants of other homes.

All exteriors including that for roofing materials shall be harmonious and compatible. The color of the roofing materials shall be compatible with that of the exterior of the house.

(20) OWNER'S ASSOCIATION: The owner(s) of a lot, by virtue of owning property subject to this Declaration, shall be a member of an Owner's Association to be known as "High Country Crossing Owner's Association."

It is prohibited that the person or entity who hold an interest in any property merely as security for the performance of any obligation, e.g., loans, shall not be entitled to membership.

All incidents of membership, including specifically voting rights, shall be reserved and retained by homeowners.

These revised covenants have been signed and approved by a majority of the property owners of High Country Crossing Owners Association (HCCOA). Twenty-four (24) of the thirty-three (33) property owners approved the covenants. Copies of the covenants signed by property owners are filed with the HCCOA official records. The revised covenants are effective on the date this document was signed and notarized.


Douglas Reeves, HCCOA President

3-2-17
Date

Melissa A. Queen
Notary Not Exp 8-31-19

3-2-17
Date


Witness