



NOTICE REGARDING COVENANTS AND/OR RESTRICTIONS

The following Covenants and/or Restrictions are added as a courtesy only and are NOT WARRANTED by the property owner, their broker or agent as to completeness, accuracy, currency, or enforceability. Any interested buyer prospect is urged as part of their due diligence to contact the relevant Community Association or developer to determine for themselves what covenants and/or restrictions currently apply, how long they may remain in force, and if any changes or amendments may be currently under consideration. Additionally, or alternatively, one may wish to consider hiring an attorney to conduct this search for them and provide advice as needed.

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GILMER COUNTY
GEORGIA

Please Cross Reference to:
Deed Book 1901, page 469

**AMENDMENT TO AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR ANDERSON CREEK RETREAT**

THIS AMENDMENT is made this the 30th day of June, 2015, by **ANDERSON LAKE, LLLP**, a Georgia limited liability limited partnership (hereinafter referred to as "Declarant"),

BACKGROUND INFORMATION

A. Declarant is the Developer of the property described in and encumbered by the Declarations referred to below.

B. Declarant executed and recorded a DECLARATION OF COVENANTS AND RESTRICTIONS FOR ANDERSON CREEK RETREAT dated June 28th, 2002, recorded in Deed Book 888, Page 355, Gilmer County, Georgia records (the "Original Declaration"). In January 2013, Declarant executed the RESTATED AND AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS FOR ANDERSON CREEK RETREAT, which was recorded January 30, 2015, in Deed Book 1901, page 469 in the Office of the Clerk, Superior Court of Gilmer County, Georgia (herein the "Restated Declaration") in order to bring all prior amendments to the Original Declaration into one document for convenience of reference.

C. There are inadvertent typographical or erroneous statements in the Restated Declaration which Declarant wishes to correct. Declarant reserved the right to make such an Amendment in Article X, Section 7 of the Restated Declaration.

NOW, THEREFORE pursuant to the above-referenced provision for amendment the Declarant hereby amends the Restated Declaration as follows:

1. ARTICLE VI, Section 12 (a), (b) and (c) are amended to restate those subsections in their entirety so that they read as follows:

Section 12. Ridge Special Assessments.

(a) The Declarant conveyed the Ridge Property to the Association, subject to certain reservations, on or about October 31, 2013, and as security for payment of the purchase price of the property, the Association has given to the Declarant a Deed to Secure Debt recorded at Deed Book 1845, page 22, Gilmer County Records, on the property so conveyed, to secure a the 2013 Promissory in the amount of \$130,000 dated October 31, 2013 from the Association to the Declarant. To provide funds to pay the 2013 Note and the purchase price for the Ridge Property, each Member of the Association (regardless of the number of lots owned) agreed to pay to the Association a special assessment of \$6,500 (the "Ridge Special Assessment"), and the Members voted to approve such assessment [See Footnote 1]. Members may pay the Ridge Special Assessment in full or may elect to pay the Ridge Special Assessment in annual payments on July 1 of each year over a twelve year term at an interest rate of five (5%) per annum; the annual payment for each Member electing to pay over twelve years is \$733.37. A Member may prepay his or her outstanding principal and accrued and unpaid interest at any time. As described below certain Members have already paid or are exempt. The Association shall use the proceeds of the Ridge Special Assessments to pay the Promissory Note from the Association to the Declarant.

(b) Any officer of the Association may review the status of payment of the Ridge Special Assessment on request to Declarant. It was agreed that the calculation of the Ridge Special Assessment would be on a per capita basis depending on the number of Members of the Association as of October 31, 2013, who are not exempt, such that a Member owning more than one lot shall only be charged one Ridge Special Assessment. If there is more than one owner of a lot, they shall be considered one Member for the purpose of determining the Ridge Special Assessment.

(c) The lots presently subject to the Declaration and owned by the Declarant are exempt from the Ridge Special Assessment as a result of the Declarant having conveyed the property to the Association at a discounted price in 2013 as Common Area. Each of the owners and their lot(s) shown on Exhibit "D" are exempt from the further payment since each of said owners have prepaid their assessment in full as of the date shown on Exhibit "D" and their lots are therefore no longer subject to the Ridge Special Assessment.

¹ Declarant conducted a referendum in order to receive the votes and opinions of the Members of Anderson Creek Retreat Property Owners Association, Inc., a non-profit Georgia Corporation (herein called the "Association") concerning the purchase by the Association of certain property known as the Ridge Preserve by the Association (The "Ridge Property"). The Declarant notified the Members of the proposed purchase and included a description document dated December 12, 2012. The Declarant and the Members of the Association other than Declarant subsequently by a substantial majority voted for and declared their desire to purchase said property for a price of One Hundred Ninety Five Thousand and no/100 Dollars (\$195,000.00) payable over a period of twelve (12) years at an interest rate of 5%, but subject to prepayment at any time. A portion of the purchase price has been prepaid and the balance is to be evidenced by a \$130,000.00 Promissory Note (the 2013 Promissory Note) from the Association to the Declarant secured by a Deed to Secure Debt on the Ridge Property to be conveyed to the Association by the Declarant.

2. The Restated Declaration as amended above remains in full force and effect.

Anderson Lake, LLLP

Kerisa Bacon
Witness

By: *Douglas E. David*
Douglas E. David, General Partner

Jennifer Jones
Notary Public

[Seal]

[Notary Seal]



CROSS REFERENCE:

DEED BOOK: 888 PAGE: 355
DEED BOOK: 1342 PAGE: 332
DEED BOOK: 1842 PAGE: 287
DEED BOOK: 1876 PAGE: 379

STATE OF GEORGIA
COUNTY OF GILMER

**AMENDED AND RESTATED DECLARATION
OF COVENANTS AND RESTRICTIONS FOR
ANDERSON CREEK RETREAT**

RECITALS

WHEREAS, Anderson Lake, LLLP a Georgia Limited Liability Partnership, heretofore executed and recorded a DECLARATION OF COVENANTS AND RESTRICTIONS FOR ANDERSON CREEK RETREAT dated June 28th, 2002, recorded in Deed book 888, Page 355, Gilmer County, Georgia Records (the "Initial Declaration"), encumbering the property more particularly described on Exhibit "A".

WHEREAS, the Initial Declaration was amended by the First Amendment & Supplementary Declaration of Covenants and Restrictions for Anderson Creek Retreat, dated January 16, 2007, and recorded in Deed Book 1347, page 332, Gilmer County, Georgia Records (the "First Amendment") and

WHEREAS, the Initial Declaration was amended by the Second Amendment to Declaration of Covenants and Restrictions for Anderson Creek Retreat, dated October 25, 2013, and recorded in Deed Book 1842, page 287, Gilmer County, Georgia Records (the "Second Amendment") and

WHEREAS the Initial Declaration was amended by the Third Amendment to Declaration of Covenants and Restrictions for Anderson Creek Retreat, dated August 1, 2014, and recorded in Deed Book 1876, page 379, Gilmer County, Georgia Records (the "Third Amendment") and

WHEREAS pursuant to and in accordance with the terms of ARTICLE X, Section 7 of the Declaration, the Initial Declaration may be amended by the Declarant by writing filed and recorded in the Office of the Clerk, Superior Court, Gilmer County with or without the approval of any Owner or Mortgagee. NOW, THEREFORE,

KNOWN ALL MEN BY THESE PRESENTS that by virtue of the Declaration, the Declarant does hereby amend said Initial Declaration as follows:

1. The foregoing Recitals are incorporated herein and made a part of this Amended and Restated Declaration.
2. The Declarant hereby amends the Initial Declaration in its entirety for the purpose of updating and bringing into conformity the Declarant to reflect the current condition and governance of the Association and its property.
3. As modified hereby, the Initial Declaration and all prior amendments thereto are herein amended and restated in there, entirety, and this Amended and Restated Declaration (Hereinafter the "Declaration") shall replace and supersede the Initial Declaration and First through Third Amendments thereto.

IN WITNESS WHEREOF, the undersigned has affixed its hands and seal as of the date first written.

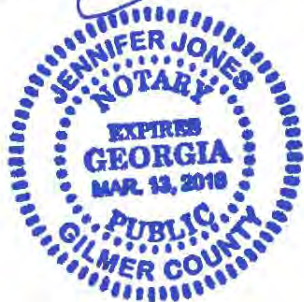
SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

Ashley Murrece
Witness

Jennifer Jones
Notary Public

Anderson Lake, LLLP:

By: Douglas E. David
Douglas E. David,
Its General Partner;



ANDERSON CREEK RETREAT DECLARATION OF COVENANTS AND RESTRICTIONS
Table of Contents

- Article I. Definitions
- Article II. Description of Property
- Article III. Property Owners Association
- Article IV. Rights in Common Properties/Easements
- Article V. Right To Alter, Improve, Maintain and Repair Common Areas and Portions of Lots
- Article VI. Covenant for Assessments
- Article VII. Architectural Review
- Article VIII. Use and Building Restrictions
 - 1. Land Use and Building Type
 - 2. Conformity and Approval of Structures
 - 3. Signs
 - 4. Residence Specifications
 - 5. Nuisance
 - 6. Animals
 - 7. Re-subdivision
 - 8. Outside Antennas
 - 9. Completion of Construction
 - 10. Outdoor Recreational Equipment
 - 11. Prohibited Work
 - 12. Rebuilding Requirement
 - 13. Repairing Equipment
 - 14. Elevation and Drainage Changes
 - 15. Tree Removal
 - 16. Garbage Disposal
 - 17. Vehicle Restrictions
 - 18. Special Hazards
 - 19. Mailboxes
 - 20. Regulations
 - 21. Fences
 - 22. Waterfront Lots
 - 23. Mining and Drilling Prohibition
 - 24. Setbacks and Building Lines
 - 25. Junk or Disabled Vehicles
 - 26. Outdoor Storage

27. Traffic Regulations
28. Hunting
29. Subdivision; Easements and Encroachments
30. Increased Size of Lots
31. Alteration of Building Lines
32. Re-platting of Lots
33. Additional Restrictions for Waterfront Lots
34. Reservation of Easements
35. Mutual Easements
36. Changes in Boundaries; Additions to Common Property
37. Water Wells and Septic Tanks
38. Lighting
39. Variances

Article IX. Insurance and Casualty Losses

Article X. General Provisions

**AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR
ANDERSON CREEK RETREAT**

STATE OF GEORGIA
GILMER COUNTY

**DECLARATION OF COVENANTS AND RESTRICTIONS FOR ANDERSON CREEK
RETREAT**

THIS DECLARATION, made this 28th day of January 2015, by Anderson Lake LLLP, a Georgia limited liability limited partnership, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, the Declarant owns real property in Gilmer County, Georgia, more particularly described in Exhibit "A" attached hereto; and

WHEREAS, the Declarant proposes to sell lots consisting of the Property described in Exhibit "A" and other contiguous or nearby property owned or to be subsequently acquired by Declarant containing homesites together with certain Common Properties in a private park setting as more fully described herein and Declarant may record a plat in the Gilmer County land records.

WHEREAS, the Declarant wishes to accomplish the following objectives for its benefit and for the benefit of Owners of the property subject to this Declaration by the imposition of the covenants and restrictions set forth herein:

- (a) To maintain a park-like character and create a residential mountain retreat;
- (b) To preserve, protect and maintain open space and wildlife habitat;
- (c) To maintain the quality and value of any Common Area Properties including parks, camps, trout streams, lakes, branches, springs, early settler wagon roads, and homestead ruins;
- (d) To minimize the possibility of any disruptions of the peace and tranquility of the rural retreat;
- (e) To prevent any property Owner or any other persons from building or carrying on any activity in the property subject to this Declaration to the detriment of any Owners;
- (f) To keep property values high, stable and in a state of reasonable appreciation;
- (g) To maintain, improve, and landscape the Common Properties, including all roads and easements and facilities within the property subject to this Declaration; and

WHEREAS, the Declarant, in this Declaration, retains and reserves the right, privilege and option to submit to the provisions of this Declaration at a later time all or any portion of the real property owned or hereafter acquired by Declarant;

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS THAT the Declarant hereby declares that the property described in Exhibit "A" attached hereto (the "Property") and any Additional Property which Declarant may see fit to add to the property subject to this Declaration by subsequent amendment, shall be held, mortgaged, transferred, sold, conveyed, occupied and used subject to the following easements, restrictions, covenants, charges, liens and conditions which are hereby imposed for the purpose of protecting the value and desirability of the property subject to this Declaration and which restrictions, easements, charges, liens, conditions, and covenants shall touch and concern and run with title to the real property subjected to this Declaration and which shall be binding on all parties having any right, title or interest in said properties or any portion of them. This Declaration also binds the respective heirs, devisees, fiduciary representatives, successors, successors in title and/or assigns, and shall inure to the benefit of anyone or anything who/which purchases or takes any interest in real property within the lands subject to this Declaration.

ARTICLE I DEFINITIONS

When used in this Declaration, unless the context shall prohibit or require otherwise, the following words shall have the following meanings, and all definitions shall be applicable to the singular or plural forms of any such term(s):

"Accessory Unit" shall mean and refer to a guesthouse, caretaker quarters, servants quarters, bed and breakfast unit or other similar structure.

"Additional Property" or "Additional Properties" shall mean and refer to all or any of the real property described in Exhibit "C" and any improvements thereon.

"Approved by the Declarant" shall mean written approval issued by the Declarant signed an authorized officer or partner or by a representative designated by Declarant in writing.

"Assessment" shall mean and refer to any Owner's share of the Common Expenses or any other charges from time to time assessed against an Owner by the Association in the manner herein provided.

"Association" shall mean and refer to Anderson Creek Retreat Property Owners Association, Inc., its successors and assigns, or if such corporate name is not available when the Association is formed, another non-profit corporation formed by the Declarant to be the Association for the purposes of this Declaration.

"Board of Directors" shall mean and refer to the Board of Directors of the Association, which is the governing body of the Association.

"By-Laws" or "By Laws of the Association" shall mean and refer to those By-Laws of the Association which govern the administration and operation of the Association, as may be amended from time to time.

"Common Properties" or "Common Areas" shall mean and refer to those tracts of land with any improvements thereon which now or hereafter are designated as Common Properties or Common Areas by the Declarant (or by other Owners with the consent of the Declarant) by recorded deed or instrument, and which may be deeded or sold to the Association and which are expressly identified or designated in said deed or other recorded document as "Common Properties" or "Common Area." The term "Common Properties" shall also include any personal property acquired by the Association. The Common Properties may include without limitation all maintenance areas, roads, streets, rights-of-way, trails, green areas, open spaces, signage, parking areas, lakes, creeks, branches, entrance ways and other properties which may now or hereafter be designated as Common Properties or Common Areas by Declarant. The Common Properties are intended for the common use and enjoyment of the Owners, and residents of any of the Property, and their guests and by such other persons who are permitted by the Association to use the Common Areas subject to such fee schedules and operating rules adopted by the Declarant of the Association. Nevertheless, any land, which is sold by the Association for use as Common Properties, shall lose their character as Common Properties upon the execution of such Sale. The Declarant reserves the right to convey "Common Properties" to the Association. Such conveyance shall be made subject to the provisions of this Declaration and shall contain such additional restrictions, reservations, liens and encumbrances as set forth in the deed of conveyance. The Declarant may add land encumbered by a mortgage. As an appurtenance to such conveyances, the Declarant may transfer to the Association any or all of the powers, immunities and privileges reserved unto the Declarant as well as all of the Declarant's obligations with respect thereto, including the obligation to maintain and enhance. The Declarant may convey to the Association additional real or personal property, improved or unimproved, located within the Properties which upon conveyance or dedication to the Association shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of the Owners. The Declarant, its successors and assigns, may elect to convey any open space within the Properties to the National Trust for Historic Preservation, The Nature Conservancy, or other similar nonprofit land conservation organization.

"Common Expense(s)" shall mean and refer to all expenditures lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation or maintenance of financial, equipment or material reserves, consistent with the provisions and intent of this Declaration.

"Declaration" shall mean this Declaration and all supplements and amendments to this Declaration as filed in the Office of the Clerk, Superior Court of Gilmer County, Georgia.

"Declarant" shall mean and refer to Anderson Lake LLLP, a Georgia limited liability limited partnership, its successors and assigns. The Declarant shall have the right to assign in whole or in part any and all rights or duties that it may possess, as Declarant, to the Association or any other person or entity provided, however, that the instrument or assignment shall expressly so provide.

"Greenway" shall mean certain portions of the Property designated by this Declaration or land hereafter designated by recorded documents by the owner of such land as a Greenway in a recorded

document making reference to this Declaration and being expressly designated as a Greenway. Greenways are reserved for Owners for pedestrian, bicycle and equestrian traffic and other limited uses provided in this Declaration.

"Living Space" shall mean and refer to enclosed and covered areas within a dwelling on a Lot, exclusive of garages, rooms over garages, enclosed porches, carports, breezeways, terraces, balconies, decks, patios, courtyards, greenhouses, atriums, attics and basements.

"Lot" shall mean and refer to any plot or portion of the Property (other than Common Properties or Greenway) whether shown upon any recorded Subdivision Plat of the Property or whether created by deed without a recorded plat, together with the improvements thereon, with the exception of the Common Properties. Any Lot which may be divided by any public or private road as shown on the Plat shall nevertheless be deemed one Lot.

"Member" shall mean and refer to every Owner of a Lot which is subject to assessment and shall include the Declarant while it is the record Owner of any Lot.

"Mortgagee" means the holder of a security deed, mortgage or deed to secure debt on any part of the Property.

"Property" or "Properties" shall mean and refer to all property which are subject to this Declaration.

"Owner" shall mean and refer to the record Owner (including the Declarant), whether one or more persons or entities, holding the fee simple title for any Lot, but excluding any person having such interest merely as security for the performance of an obligation.

"Subdivision" shall mean and refer to those tracts or parcels of land described in Exhibit "A", together with all improvements presently thereon or subsequently constructed thereon, and, upon the submission to the provisions of this Declaration of the Additional Properties described in Exhibit "C", or any portion thereof, and the real property described in Exhibit "A" and the real property described in Exhibit "C", or such portion thereof so submitted, together with all improvements thereon or hereafter constructed thereon.

"Subdivision Plat" shall mean and refer to the plat or plats of Anderson Creek Retreat recorded or to be recorded in Gilmer County, Georgia prepared by Mark E. Chastain, GRLS #2718, together with any future revision, addition or amendment thereto, including any subdivision plat for any portion of the Additional Property as may be submitted to the terms of this Declaration, and recorded from time to time in the Office of the Clerk, Superior Court of Gilmer County.

ARTICLE II PROPERTY

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied, subject to these covenants, is located in Gilmer County, Georgia, and is more particularly described in Exhibit "A" attached hereto and by reference incorporated herein.

Section 2. Additional Property. Additional Properties may become subject to this Declaration in the following manner:

(a) Additions. The Declarant, its successors and assigns, shall have the right, without further consent of the Association at any time prior to December 31, 2017, to bring within the plan and operation of this Declaration Additional Properties, whether or not owned by the Declarant, its successors or assigns, in future stages of the development, whether or not immediately contiguous and adjacent, provided, however, such Additional Properties are in the same general vicinity of the Property and are of the same general character, regardless of whether the Lots within such Additional Properties are of a size greater or smaller than the Lots presently subject to this Declaration. The additions authorized under this and the succeeding subsection shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the Additional Properties which shall extend the operation and effect of the Covenants and Restrictions of this Declaration to such Additional Properties.

The Supplementary Declaration may contain such complementary additions and modifications of the Covenants and Restrictions contained in this Declaration as may be necessary or convenient, in the judgment of the Declarant, to reflect the different character, if any, of the Additional Properties as are not inconsistent with the plan of this Declaration. The Declarant reserves the right to bring other Property within the plan and operation of this Declaration. The Declarant expressly reserves, however, the right and option to develop or not develop such properties in any manner it so desires and to submit or not submit such property to the plan and operation of this Declaration. The Declarant shall not be obligated to impose this Declaration on any properties not presently subject to said Declaration and expressly reserves the right to convey such property or properties free of this Declaration.

(b) Merger or Consolidation. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, in the alternative, the properties, rights and obligations of another association may, by operation of law, be added to the properties of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Covenants and Restrictions established by this Declaration within the Properties as herein provided.

ARTICLE III THE ASSOCIATION; MEMBERSHIP AND VOTING RIGHTS

Section 1. The Association. The Declarant reserves the right to form and establish the Association for the purpose of exercising powers of owning, maintaining, repairing, reconstructing, improving and administering the Common Properties and providing common services, administering and enforcing the covenants, conditions and restrictions contained herein, and levying, collecting and disbursing Assessments and charges herein created. Further, the Declarant reserves the right to convey to the Association and the Association agrees to accept any and all of its rights and obligations set forth herein. The Association shall be authorized but not required to provide the following services, the cost

of which shall be a Common Expense:

- (a) Clean up, maintenance, landscaping and improvement of Common Properties, open spaces, greenways, creeks and lakes within the Subdivision or in a reasonable proximity to the Subdivision if their deterioration would affect the appearance of the Subdivision.
- (b) Insect and pest control to the extent that it is deemed necessary or desirable in the judgment of the Board of Directors.
- (c) To take any and all actions necessary to enforce all covenants and restrictions affecting the Subdivision and to perform any of the functions or services delegated to the Association in any covenants or restrictions applicable to the Subdivision.
- (d) To set up and operate the Architectural Review Board as provided herein. (e) To construct improvements on open spaces and Common Properties.
- (f) To provide administrative services including, but not limited to, legal, accounting and communication services informing members of activities, notice of meetings, referendums, etc., incident to the above listed services.
- (g) To provide liability and property/casualty insurance covering improvements and activities on the open spaces and the Common Properties, independently or in collaboration with the Declarant.
- (h) To provide directors and officers liability insurance for the Association and its duly elected Directors and Officers.
- (i) Maintenance of all lakes and creeks located within the Properties, including the stocking of such lakes and creeks if approved by the Board of Directors.
- (j) Landscaping, maintenance and improvement of all roads, parkways, streets, rights-of-way, greenways, trails and walking paths within the Subdivision and any Common Properties or open spaces located within the Subdivision.
- (k) Maintenance of any drainage easements, improvements and/or facilities located within or adjacent to the Subdivision.
- (l) Erosion and flood control improvements within the Common Properties and elsewhere within the Subdivision, if necessary.
- (m) The design, construction, and maintenance of a security gate at the entrance to the Subdivision or at such other place as shall be determined by the Board of Directors or the Declarant, together with such additional security measures as shall be deemed necessary by the Association's Board of Directors.
- (n) The purchase and acquisition of personal property and equipment as necessary to

provide maintenance of the roads within the Subdivision and other Common Properties.

- (o) Establishment and implementation of a wildlife management plan for the Subdivision and the Common Properties.
- (p) To provide any and all other services deemed necessary or desirable in the judgment of the Board of Directors to carry out the Association's obligations and business.

Section 2. Rules and Regulations. The Association, by and through its Board of Directors, may adopt from time to time additional reasonable rules and regulations governing the use of Common Properties and Lots within the Subdivision. All Owners, Members and their guests, invitees and licensees shall be bound by such rules and regulations and shall comply therewith.

Section 3. Membership. Every Owner of a Lot, including the Declarant, which is subject to this Declaration shall be a member ("Member") of the Association. Membership shall be appurtenant to and not be separated from ownership of any Lot which is subject to assessments.

Section 4. Voting Rights. The Association shall have two classes of voting membership.

(a) Class A. Class A Members shall be every Owner, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. However upon expiration or surrender of its class B membership, Declarant shall become a Class A Member as to all lots which it owns. If more than one person holds title to a Lot, all such persons shall be Members and the one vote for such Lot shall be exercised as they determine, but in no event shall there be more than one vote be cast for any Lot.

(b) Class B. The Class B Member shall be the Declarant, its successors and assigns. The Class B Member shall be entitled to one a vote equal to the number of Lots it owns, plus an additional number of votes such that the Declarant will have one vote more that the total of all other votes held by the other Owners. The Class B Membership shall cease and be converted to Class A Membership upon the occurrence of the first of the following events:

- (1) when the Declarant executes and records an instrument surrendering its Class B Membership; or
- (2) when the Declarant has conveyed to others all proposed Lots in the Subdivision (Lots shall include those Lots contained in the Property or any Additional Property which Declarant shall bring under the terms of this Declaration); or
- (3) on December 31, 2025.

When a purchaser of a Lot or Lots takes title thereto from the Declarant, such purchaser becomes a Class A Member.

Section 5. Board of Directors. The Association shall be governed and the business and affairs of the Association shall be managed by a Board of Directors as more particularly set forth in the

By-Laws of the Association. Except to the extent otherwise required by the provisions of the Georgia Code relating to nonprofit corporations, this Declaration, the By-Laws, or the Articles of Incorporation of the Association, the powers herein or otherwise granted to the Association may be exercised by the Board of Directors, acting through the officers of the Association, without any further consent or action on the part of the Owners. Notwithstanding any other provision to the contrary contained in any instruments evidencing or establishing the Subdivision.

Section 6. Referendum. Any action which may be taken at a duly called meeting of the Association may also be taken by referendum of the Members of the Association. In the event fifty- one (51%) percent, or more, of the total votes actually returned to the Association within the specified time shall be in favor of such action, the referendum shall be deemed to "pass" and the action voted upon will be deemed to have been authorized by the Members; provided, however, that if a higher percentage vote required to "pass" shall be specifically expressed herein, that higher percentage shall control in that instance.

Section 7. Deferral of Incorporation. Declarant may defer the incorporation or activation of the Association until a reasonable number of Lots have been sold to others as determined by Declarant. Until the Association is incorporated, Declarant shall have all of the powers and functions of the Association. However neither the Association nor the Declarant shall be obligated to perform any maintenance of the Common Areas (under Article V.3. or otherwise) until the Association is formed.

ARTICLE IV RIGHTS IN THE COMMON PROPERTIES/EASEMENTS

Section 1. Members Easements of Enjoyment.

(a) Subject to the provisions of these Covenants and the rules and regulations of the Association, every Owner shall have a right and nonexclusive easement of enjoyment in and to the Common Properties, as provided herein, and such easement shall be appurtenant to and shall pass with the title to or interest in every Lot.

(b) Each Owner or lessor of a Lot shall have a non-exclusive, perpetual easement for ingress and egress for vehicular and pedestrian traffic over the roads shown on Exhibit "B" or otherwise designated as roads by this Declaration or by any subdivision plat or other recorded document. Each party entitled to use a road shall be entitled to, but not obligated to maintain it. Any party who damages a road or trail by misuse shall be solely responsible for its repair.

Section 2. Title to Common Properties. The Common Properties may be owned by the Association or a Lot owner or may be shown as a road or common Area on any subdivision plat. The Declarant also reserves the right, but not the obligation, to convey Common Properties to the Association and the Association agrees to accept such Common Properties, including, but not limited to, the streets, roads and rights-of-way within the Subdivision. Any Common Properties so conveyed to the Association shall be maintained and repaired by the Association.

Section 3. Extent of Members' Easement. The rights and easements created hereby and in the

Subdivision Plat shall be subject to the following:

(a) The right of the Declarant, and of the Association, to dedicate, transfer or convey all or any part of the Common Properties, with or without consideration, to any successor association, governmental body, district, agency or authority, or to any utility company, provided that no such dedication, transfer or conveyance shall adversely affect the use of the Common Properties by the Owners;

(b) The right of the Declarant, and of the Association, to grant, reserve and accept easements and rights-of-way through, under, over and across the Common Properties, for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, electric, fuel oil and other utilities and services, including a cable or community antenna television system and irrigation or lawn sprinkler systems, and the right of the Declarant to grant and reserve easements and rights-of-way through, over and upon and across the Common Properties for the completion of the Subdivision, and for the operation and maintenance of the Common Properties;

(c) The right of visitors, invitees, etc., to ingress and egress in and over those portions of the Common Properties that lie within the private roadways, parking lots and/or driveways (and over any other necessary portion of the Common Properties in the case of landlocked adjacent Owners) to the nearest public road;

(d) The right of the Association, as provided in its By-Laws, to suspend the enjoyment rights of any Owner for any period during which any Assessment remains unpaid, and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations;

(e) The rights of the Declarant and the Association, as the case may be, to establish rules and regulations for the Subdivision and to prescribe fees and charges from time to time for use of any amenities which may now or hereafter be constructed on the Common Properties.

Section 4. Easements Reserved for Declarant. During the period that Declarant owns any Common Properties, or owns any Lot primarily for the purpose of sale or has the option to add the Additional Property or any portion thereof to the Subdivision, Declarant shall have an alienable and transferable right and easement on, over, through, under and across the Common Properties for the purpose of constructing or improving Lots, any improvements to the Common Properties, and the Additional Property and for installing, maintaining, repairing and replacing such other improvements to the Subdivision (including portions of the Common Properties) as are contemplated by this Declaration or as Declarant desires, in its sole discretion, including without limitation any improvements or changes permitted and described in this Declaration, and for the purpose of doing all things reasonably necessary and proper in connection therewith, provided that in no event shall Declarant have the obligation to do any of the foregoing.

Section 5. Easements for Utilities. There is hereby reserved for the benefit of Declarant, the Association and their respective successors and assigns the alienable, transferable and perpetual right and easement, as well as the power to grant and accept easements to and from any private or public authority, agency, public service, district, public or private utility or other person upon, over, under and

across: (i) all of the Common Properties; (ii) an area across every Lot ten (10') feet in width along the front and rear boundary lines thereof and ten (10') feet in width along the side boundary lines thereof for the purpose of installing, replacing, repairing, maintaining and using master television antenna and/or cable systems, security and similar systems, and all utilities, including but not limited to storm sewers and drainage systems and electrical, gas, telephone, water and sewer lines. Such easements may be granted or accepted by Declarant, its successors and assigns or by the Board of Directors; provided, however, that for so long as Declarant owns any portion of the Common Properties, owns any Lot primarily for the purpose of sale or has the option to add the Additional Property or any portion thereof to the Subdivision, the Board of Directors must obtain the written consent of Declarant prior to granting or accepting any such easements. To the extent possible, all utility lines and facilities serving the Subdivision and located therein shall be located

underground. By virtue of any such easement and facilities, it shall be expressly permissible for the providing utility company or other supplier, with respect to the portions of the Subdivision so encumbered: (i) to erect and maintain pipes, lines, manholes, pumps, and other necessary equipment and facilities; (ii) to cut and remove any trees, bushes or shrubbery; (iii) to grade, excavate or fill; or (iv) to take any other similar action reasonably necessary to provide economical and safe installation, maintenance, repair, replacement and use of such utilities and systems. Within these easements no structure of any kind, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements, unless such structure, planting or other material is first approved by the Declarant.

Section 6. Easements for Association. There is hereby reserved a general right and easement for the benefit of the Association, its Directors, officers, agents and employees, including but not limited to any property manager employed by the Association and any employees of such manager, to enter upon any Lot or any portion thereof in the performance of their respective duties. Except in the event of emergencies, this easement is to be exercised only during normal business hours and then, whenever practicable, only upon advance notice to and with permission of the Owner or occupant affected.

Section 7. Sales Offices, Rental Offices, Property Management Offices and Construction Offices. Notwithstanding any provisions or restrictions herein to the contrary, there is hereby reserved for the benefit of Declarant, its successors and assigns, the perpetual, alienable and transferable right and easement in and to the Property for the maintenance of signs, sales offices, rental offices, property management offices, construction offices, and model or sample Lots, together with such other facilities as in the sole opinion of Declarant reasonably may be required, convenient or incidental to the completion, management, rental, leasing, improvement and/or sale of Lots, Common Properties or the Additional Property. The Declarant also reserves the right to grant to any builder or builders the right to operate and maintain builder sales offices at any location within the subdivision upon such terms and conditions as the Declarant in the Declarant's sole discretion may establish.

Section 8. Easements for Additional Property. There is hereby reserved in the Declarant, its successors, assigns and successors in title to the Additional Property, for the benefit of and as an appurtenance to the Additional Property, and as a burden upon the Subdivision, perpetual, non-exclusive rights and easements for: (i) pedestrian and vehicular access, ingress, egress and parking facilities from time to time located on or within the Common Properties or within easements serving the

Common Properties or within the streets or roads within the Subdivision, whether or not such streets or roads have been designated as Common Properties; (ii) the installation, maintenance, repair, replacement and use of security systems and utility facilities and distribution lines, including without limitation drainage systems, storm sewers and electrical, gas, telephone, water, sewer and master television antenna and/or cable system lines; and (iii) drainage and discharge of surface water onto and across the Subdivision, provided that such drainage and discharge shall not materially damage or affect the Subdivision or any improvements from time to time located thereon.

Section 9. Maintenance Easement. Subject to the other terms of this Declaration, there is hereby reserved for the benefit of the Declarant, the Association and their respective agents, employees, successors and assigns an alienable, transferable and perpetual right and easement to enter upon any unimproved portions of any Lot for the purpose of landscaping, mowing, removing, clearing, cutting or pruning underbrush, weeds, stumps or other unsightly growth and removing trash, so as to maintain reasonable standards of health, fire safety and appearance within the Subdivision; provided that such easements shall not impose any duty or obligation upon the Declarant or the Association to perform any such actions. Furthermore, there is hereby reserved for the benefit of the Declarant, the Association and their respective agents, employees, successors and assigns an alienable, transferable and perpetual right and easement, but not the obligation, to enter upon any unimproved portions of Lots which are located within ten (10') feet from the water's edge of any creek, pond or other body of water within the Subdivision for the purpose of mowing such area and keeping same clear and free from unsightly growth and trash, as well as for the purpose of maintaining such body of water, such maintenance to include, without limitation, dredging and the maintenance of reasonable water quality standards.

Section 10. Drainage Easements. In addition to any other easements described herein, there is hereby reserved for the benefit of the Declarant, the Association and their respective agents, employees, successors and assigns, an alienable, transferable and perpetual right and easement for drainage of surface and storm water, said easements being more particularly shown on the Subdivision Plat, together with any other easements as shown on said Subdivision Plat.

Section 11. Wells and Effluent. There is hereby reserved for the benefit of Declarant, the Association and their respective agents, employees, successors and assigns an alienable, transferable and perpetual right and easement: (i) to pump water from lakes, ponds and other bodies of water located within the Subdivision for the purpose of irrigating any portions of the Subdivision and for other purposes; (ii) to drill, install, locate, maintain and use wells, pumping stations, water towers, siltation basins and tanks and related water and sewer treatment facilities and systems within the Common Areas; or (iii) to spray or locate any treated sewage effluent within the Common Areas.

Section 12. Greenway Areas. The Greenway areas shall be encumbered by an easement for pedestrian, bicycle and equestrian traffic for use by the Owners of any Lot and their guests, agents, invitees and licensees. The Association, is not responsible for any maintenance of any Greenway, but any Owner who is entitled to use the Greenway and the Declarant may maintain it. No person shall use the Greenway area for any purpose other than pedestrian, bicycle or equestrian traffic. The Declarant may operate maintenance vehicles within the Greenway.

Section 13. No Partition. There shall be no judicial partition of the Subdivision or any part of the Common Areas.

ARTICLE V
RIGHT OF ASSOCIATION TO ALTER, IMPROVE, MAINTAIN AND REPAIR COMMON AREAS
AND PORTIONS OF LOTS

Section 1. Improvements. The Association shall have the right to make or cause to be made such alterations, modifications, improvements, repairs, maintenance and replacements to the Common Properties and the portions of Lots set forth herein, and the cost thereof shall be assessed as Common Expenses and collected from the Owners on an equal basis.

Section 2. Responsibilities of Owners. Unless specifically identified herein, all maintenance and repair of Lots, together with all other improvements thereon or therein and all lawns, landscaping and grounds on and within a Lot shall be the responsibility of the Owner(s) of such Lot. Declarant shall be responsible for property owned by Declarant. Each Owner shall be responsible for maintaining such Lot in a neat, clean and sanitary condition, and such responsibility shall include the maintenance and care of all exterior surfaces of all buildings and other structures. The Owner(s) shall maintain all attendant lawns, trees, shrubs, hedges, grass, natural areas, and other landscaping thereof. As provided in Section 3(b) hereof, each Owner shall also be obligated to pay for the costs incurred by the Association for repairing, replacing, maintaining or cleaning any item which is the responsibility of such Owner, but which responsibility such Owner fails or refuses to discharge. No Owner shall: (i) decorate, change or otherwise alter the appearance of any portion of the exterior of a structure on any Lot unless such decoration, change or alteration is first approved, in writing, by the Architectural Review Board as otherwise provided herein; or (ii) do any work which, in the reasonable opinion of the Architectural Review Board, would jeopardize the soundness and safety of the Subdivision, reduce the value thereof, or impair any easement or hereditaments thereto, without in every such case obtaining the written approval of the Architectural Review Board and the Owners and Mortgagees of the Lots directly affected thereby or benefiting from such easement or hereditaments.

Section 3. Association's Responsibility.

(a) Except as may be herein otherwise specifically provided, the Association shall maintain and keep in good repair all portions of the Common Properties, which responsibility shall include the maintenance, repair and replacement of: (i) all common area, driveways, walks, trails, ponds, streets, roads, road rights-of-way, drainage easements (**ALL 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 ON THE PLAT FOR ANDERSON CREEK RETREAT ARE THE RESPONSIBILITY OF THE INDIVIDUAL HOMEOWNERS THROUGH THE ANDERSON CREEK RETREAT PROPERTY OWNERS ASSOCIATION**) trails, jogging paths, landscaped areas/natural areas and other improvements situated within the Common Properties or within easements encumbering Lots; (ii) such security systems and utility lines, pipes, plumbing, wires, conduits and related systems which are a part of the Common Properties and which are not maintained by the Declarant or a public authority, public service district, public or private utility or other person; and (iii) all lawns, trees, shrubs, hedges, grass and other landscaping situated within the Subdivision as it may be constituted from time to time (except individual Lots). The Association shall not be liable for injury or damage to any person or property (A) caused by the elements or by any

Owner or any other person, (B) resulting from any rain or other surface water which may leak or flow from any portion of the Common Properties, or (C) caused by any pipe, plumbing, drain, conduit, appliance, equipment, security system or utility line or facility, the responsibility of the maintenance of which is that of the Association, becoming out of repair. Nor shall the Association be liable to any Owner for loss or damage, by theft or otherwise, of any property of such Owner which may be stored or left in or upon any portion of the Common Properties or any other portion of the Subdivision. No diminution or abatement of Assessments or any dues or charges shall be claimed or allowed by reason of any alleged failure of the Association to take some action or to perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay such assessments being a separate and independent covenant on the part of each Owner.

(b) In the event that the Declarant or the Board of Directors determines that: (i) any Owner has failed or refused to discharge properly his, her or its obligations with regard to the maintenance, cleaning, repair or replacement of items for which he or it is responsible hereunder; or (ii) that the need for maintenance, cleaning, repair or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner, his family, tenants, guests or invitees, and is not covered or paid for by insurance in whole or in part, then, in either event, the Declarant or the Association, except in the event of an emergency situation, may give such Owner written notice of the Declarant's or the Association's intent to provide such necessary maintenance, cleaning, repair or replacement, at the sole cost and expense of such Owner, and setting forth with reasonable particularity the maintenance, cleaning, repairs or replacement deemed necessary. Except in the event of emergency situations, such Owner shall have fifteen (15) days within which to complete the same in a good and workmanlike manner. In the event of emergency situations or the failure of any Owner to comply with the provisions hereof after such notice, the Declarant or the Association may provide (but shall not have the obligation to so provide) any such maintenance, cleaning, repair or replacement at the sole cost and expense of such Owner, and said cost shall be added to and become a part of the assessment to which such Owner and his Lot are subject and shall become a lien against such Lot. In the event that the Declarant undertakes such maintenance, cleaning, repair or replacement, the Association shall promptly reimburse the Declarant for the Declarant's costs and expenses.

ARTICLE VI COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Subdivision, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessment charges, and (2) special assessments for capital improvements or for maintenance expenses and other common expenses and emergencies and other purposes, such Assessments to be established and collected as hereinafter provided. The annual and special Assessments, together with interest, costs and reasonable attorney's fees, shall be a charge upon the land and shall be a continuing lien on the property against which each such Assessment is made. Each such Assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal

obligation of the person who was the Owner of such property at the time the Assessment fell due. The obligation for delinquent Assessments shall run with the land and shall pass to his successors in title. Upon reasonable request, the Association shall provide an accounting of an Owner's Assessments and any delinquency in payment thereof.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to pay all Common Expenses of the Association, to promote the recreation, health, safety and welfare of the residents of the Properties and, in particular, for the administration, acquisition, construction, landscaping and improvement and maintenance of Common Properties, including but not limited to, services and facilities devoted to the purposes set forth herein or for the use and enjoyment of the Common Properties, including, but not limited to, the costs of utilities, repairs, replacements and additions, the cost of labor, equipment, materials, management, maintenance and supervision, the payment of taxes assessed against the Common Properties, the procurement and maintenance of insurance in accordance with the By-Laws, the payment of charges for garbage service, water furnished and water and sewer services or other utilities rendered to the Common Properties, the cost of security systems and facilities, the employment of attorneys, accountants, employees, management companies and contractors as shall be required for the orderly and efficient discharge of its business and the operation of the Association's Common Properties, emergencies, and for all other purposes set forth in this Declaration or the By-Laws, and such other needs as may arise, or as may be required in the judgment of the Association's Board of Directors. The Association shall be authorized to establish reserve funds for such purposes as the Board of Directors of the Association shall determine in their best judgment.

Section 3. Annual Assessment. The Declarant initially, and thereafter the Board of Directors shall fix the annual Assessment based upon the annual budget of the Association as provided herein. When the Board of Directors fixes the annual Assessment for each calendar year, the Board shall at the same time, and in connection therewith, prepare or cause to be prepared, an annual budget showing the services furnished by the Association, and the costs thereof per Lot.

Section 4. Special Assessments for Capital Improvements. In addition to the annual Assessments authorized above, the Association may levy, in any calendar year, a special Assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Properties, including, but not limited to, fixtures, personal property related thereto and for any other purpose not prohibited by this Declaration, provided that any such Assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members voting in person or by proxy at a meeting called for such purpose. All special Assessments shall be set in a uniform amount for all Lots and may be collected on a monthly, quarterly or yearly basis.

Section 5. Special Assessment for Maintenance, Taxes, Water, Sewer, Other Common Utility Expenses and Emergencies. In addition to the annual and special assessments authorized above, the Board of Directors of the Association may levy, in any assessment year, without a vote of the membership, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of improvements and maintenance of the Common Properties, including fixtures and personal property related thereto, or for the cost of the taxes for the Common Properties, and for any emergency repairs, restorations, maintenance or improvements made necessary by any emergencies, as

determined in the sole discretion of the Board of Directors of the Association.

Section 6. Uniform Assessment. Except as hereinafter provided in Section 8, all annual Assessments shall be set at a uniform amount for all Lots and shall be collected on a monthly, quarterly or yearly basis, or any other basis approved by the Board of Directors.

Section 7. Association's Working Capital. After these Covenants are recorded and upon conveyance of a Lot by the Declarant, the Board of Directors shall assess each Owner a sum equal to four (4) months' assessment for working capital. Such sums are separate and distinct from annual Assessments and shall not be considered advance payments of such Assessments, and shall only be due and payable upon the initial sale and conveyance of such Lot by the Declarant. Each Owner's share of the working capital fund must be collected from such Owner upon his initial purchase of a Lot, and must be transferred to the Association at the time of said closing of such Lot purchase.

Section 8. Date of Commencement of Annual Assessment; Due Dates. The annual Assessments provided for herein shall commence as to any Lot on the day of the conveyance of such Lot by Declarant. The first annual Assessment shall be adjusted according to the number of months remaining in the calendar year and the number of days remaining in the month of conveyance. At least thirty (30) days in advance of each annual Assessment period, the Board of Directors shall fix the amount of the annual Assessment and notify every Owner subject thereto. The Board of Directors shall establish the due dates. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate equal to the lesser of (a) eighteen (18%) percent per annum or (b) the maximum rate provided by applicable law. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot in like manner as a mortgage of real property, or both. Upon exercise of its right to foreclose, the Association may elect to declare the entire remaining amount of the annual Assessment due and payable and collect the same through foreclosure. Penalties, costs and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such Assessment. In the event of any such foreclosure, the Owner shall be required to pay a reasonable rental for the Lot after commencement of the foreclosure action, and the Association in such foreclosure shall be entitled to the appointment of a receiver to collect the same. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Properties or abandonment of such Owner's Lot.

Section 10. Subordination of the Lien. The lien of Assessments provided for herein shall be subordinate to the lien of any first priority mortgage upon such Lot, provided that no holder of a first mortgage has at any time been related or affiliated with the owner of the Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a foreclosure or any proceeding in lieu of foreclosure of any such first priority mortgage, shall extinguish the lien of such assessments as to the payment thereof which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Exempt Property. The following Property, individuals, partnerships or corporations, subject to this Declaration, shall be exempted from the Assessments, charges and liens created herein: (a) the grantees in conveyances made for the purpose of granting utility easements; and (b) owners of all open space, Greenway and Common Properties.

Section 12. Ridge Special Assessments.

(a) The Declarant has conveyed the Ridge Property to the Association, subject to certain reservations, on or about this date, and as security for payment of the purchase price of the property, the Association has given to the Declarant a Deed to Secure Debt on the property so conveyed, to secure the 2013 Promissory Note¹ dated this date from the Association to the Declarant. Each Member of the Association (regardless of the number of lots owned) other than those excepted as described below shall pay an annual assessment on or before May 1st of each year commencing May 1, 2014 in an amount determined as provided below to pay the annual payments due on the 2013 Promissory Note (said assessments are herein called the "Ridge Special Assessment").

(b) The amount of the annual Ridge Special Assessment shall for each member be determined each year by the Declarant by dividing the annual payment due that year for the 2013 Promissory Note by the number of Members, but excluding any Member who is exempted as provided below or due to having prepaid his or her share of the amount due under the 2013 Promissory Note. Any officer of the Association may review the determination of the Ridge Special Assessment on request to Declarant. It is intended and agreed that the calculation of the Ridge Special Assessment shall be on a per capita basis depending on the number of Members of the Association who are not exempt, such that a Member owning more than one lot shall only be charged an annual Ridge Special Assessment using one (1) as the numerator of the fraction used to determine the Ridge Special Assessment. If there is more than one owner of a lot, they shall be considered one Member for the purpose of determining the Ridge Special Assessment. The resulting amount shall be the annual assessment for each Member which is subject to the Ridge Special Assessment for that year.

(c) The lots presently subject to the Declaration and owned by the Declarant are exempt from the Ridge Special Assessment as a result of the Declarant having conveyed the 2013 property to the Association at a discounted price. In addition, each of the owners and their lot(s) shown on Exhibit "D" are exempt from the assessment under this section since each of said owners have prepaid in full their share of the purchase price of the property conveyed to the Association as of the date shown on Exhibit "D". Any member subject to the Ridge Special Assessment may at any time prepay an amount

¹ Declarant conducted a referendum in order to receive the votes and opinions of the Members of Anderson Creek Retreat Property Owners Association, Inc., a non-profit Georgia Corporation (herein called the "Association") concerning the purchase by the Association of certain property known as the Ridge Preserve by the Association (The "Ridge Property"). The Declarant notified the Members of the proposed purchase and included a description document dated December 12, 2012. The Declarant and the Members of the Association other than Declarant subsequently by a substantial majority voted for and declared their desire to purchase said property for a price of One Hundred Ninety Five Thousand and no/100 Dollars (\$195,000.00) payable over a period of twelve (12) years at an interest rate of 5%. A portion of the purchase price has been prepaid and the balance is to be evidenced by a \$130,000.00 Promissory Note (the "2013 Promissory Note") from the Association to the Declarant secured by a Deed to Secure Debt on the Ridge Property to be conveyed to the Association by the Declarant.

equal to the unpaid principal balance of the 2013 Promissory Note plus any accrued interest thereon divided by the number Members then subject to the Ridge Special Assessment, and said sum shall be paid to the Declarant and thereafter that Member and his or her lot or lots shall no longer be subject to the Ridge Special Assessment. If additional lots are brought under the Declaration by Declarant or otherwise, the denominator of the fraction used to determine the annual amount of the Ridge Special Assessment shall be increased by the number of additional lots.

(d) The Ridge Special Assessment is in addition to any other assessment (regular or special) provided in the Declaration, and the lots of the Members who are subject to the Ridge Special Assessment are subject to a lien for collection of the Ridge Special Assessment the same as for other assessments. In addition to any other available remedies for non-payment, if a Member fails to pay a Ridge Special Assessment, any other Member or third party approved by the Declarant may advance the payment, and upon such advance the Member whose Ridge Special Assessment was advanced shall owe the Member or third party making the advance the amount of the advance plus interest thereon at the rate of the lesser of eighteen (18%) per annum or the maximum interest rate permitted by law as a personal debt to the advancing party, and the advancing party shall be entitled to reasonable attorney's fees if the collection of the debt is handled by or through an attorney at law.

ARTICLE VII ARCHITECTURAL REVIEW

Section 1. Architectural Review Board. Except for original and initial construction of improvements by the Declarant on any Lot or upon any other area of the Properties, which such construction is and shall be exempt from the provisions of this Section, no building, wall, fence, ornamentation or other structure or improvements of any nature shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure and landscaping as may be required by the Architectural Review Board have been approved in writing by the Architectural Review Board. The Architectural Review Board may require a current tree survey to be submitted with any building plans and specifications. Each building, wall, fence or other structure or improvements of any nature, together with any other structure or improvements of any nature, together with any ornamentation or landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans, specifications and plot plans, or any of them, may be based on any grounds, including purely aesthetic grounds, which in the sole and uncontrolled discretion of said Architectural Review Board seem sufficient. Any change in the appearance of any building, wall, fence or other structure or improvements and any change in the appearance of the landscaping (excepting the planting of flowers and shrubs indigenous to the area), shall be deemed an alteration requiring approval. The Architectural Review Board shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph. The Class B Member of the Association shall appoint the Architectural Review Board. At such time as the Class B Membership expires, the Board of Directors of the Association shall appoint the Architectural Review Board.

A majority of the Architectural Review Board may take any action said Board is empowered to

take, may designate a representative to act for the Architectural Review Board, and may employ personnel and consultants to act for it. In the event of death, disability or resignation of any member of the Architectural Review Board, the remaining members shall have full authority to designate a successor. The members of the Architectural Review Board shall not be entitled to any compensation for services performed pursuant to this covenant. The Architectural Review Board shall act on submissions to it within thirty (30) days after receipt of same, or else the request shall be deemed approved. Requests and submissions shall, however, be in such form and contain such information as the Architectural Review Board may require prior to its being required to act.

The Architectural Review Board shall have the power and authority to establish architectural and building standards and such rules and regulations as it deems appropriate. The Architectural Review Board may establish a fee to cover the expense of reviewing plans and related data at the time plans are submitted for review in order to compensate any consulting architects, landscape architects, urban designers or attorneys.

Any Owner may appeal the decision of the Architectural Review Board to the Board of Directors, provided that all parties involved comply with the decision of the Architectural Review Board until such time, if any, as the Board of Directors amends, or reverses the Architectural Review Board's decision. Appeals petitions must be legibly written, state the grounds for appeal and be submitted to the Board of Directors within three (3) days of the decision of the Architectural Review Board. The Board of Directors shall act upon the appeal by amending, reversing or confirming the decision of the Architectural Review Board within fifteen (15) days of receipt of the petition. The Board of Directors' decision shall be by majority vote.

The paint, coating, stain and other exterior finishing colors on all buildings may be maintained as that originally installed, without prior approval of the Architectural Review Board, but prior approval by the Architectural Review Board shall be necessary before any such exterior finishing color is changed. No building shall be more than three (3) stories or a height of thirty-five (35') feet.

Section 2. Approval Not a Guarantee. No approval of plans and specifications and no publication of architectural standards shall be construed as representing or implying that such plans, specifications, or standards will, if followed, result in properly designed improvements. Such approvals and standards shall not be construed as representing or guaranteeing that any building or other improvement built in accordance therewith will be built in a good and workmanlike manner. Neither Declarant, the Association, nor the Architectural Review Board shall be responsible or liable for any defects in any plans or specifications submitted, revised, or approved pursuant to the terms of this Article, nor any defects in construction under to such plans and specifications.

ARTICLE VIII USE, BUILDING AND SUBDIVISION RESTRICTIONS

Section 1. Land Use and Building Type. No Lot shall be used except for (i) private single-family residential purposes, or (ii) a lodge, cottage or cottages to be constructed by Declarant on part of the Property and made available as the Declarant determines for use by owners, prospective owners and their guests on a fee basis, provided, however, that nothing herein shall prevent Declarant from using

any dwelling as a model or sales office. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family dwelling and one Accessory Unit, with attendant out-buildings such as garages, storage sheds and barns. No Lot, including any dwelling thereon or to be built thereon, shall be used for or subject to any type of Vacation Time Sharing Plan as defined by Laws for the State of Georgia, as amended, or any subsequent laws of this State dealing with that or similar type ownership.

Section 2. Conformity and Approval of Structures. No structures, fence, sidewalk, wall, drive, or other improvement shall be placed or altered on any Lot except in accordance with the provisions of this Declaration.

Section 3. Signs. No sign of any kind shall be displayed to public view on a Lot or the Common Properties without the prior written consent of the Declarant.

Section 4. Residence Specifications. No residence shall be erected on any Lot other than a detached dwelling consisting of no less than 1,500 square feet of floor area. Accessory Units shall have no minimum square footage requirements but shall be subject to approval of the Architectural Review Board. No temporary or permanent structure shall be erected or located upon any Lot except such dwelling and such outbuildings as shall be approved by the Architectural Review Board.

Section 5. Nuisance. No noxious or offensive activity shall be carried on upon any Lot or Common Properties, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, with the exception of the business of the Declarant and the transferees of the Declarant in developing all of the Lots.

Section 6. Animals. No animals, livestock or poultry of any kind shall be kept or maintained on any Lot or in any dwelling, except that no more than three (3) household pets (including no more than three (3) dogs) and no more than one horse per three acres of suitable pasture may be kept or maintained provided that they are not kept for commercial purposes, and provided further, that they shall not constitute a nuisance or cause any unsanitary conditions. Dogs, cats and other household pets as well as horses shall be permitted in the Common Properties, subject to the rules and regulations of the Association.

Section 7. Lot Subdivision and Size Reduction. No Lot shall be subdivided or reduced in size unless the reduction is approved by written consent of the Declarant, its successors and assigns or the Association. Once a lot is platted, its boundaries filed with the Office of Clerk of Superior Court, Gilmer County, and sold by the Declarant or its successor, a proposed subdivision or size reduction may only be approved if it complies with the conditions as set forth below in Article VIII, and section 30. (Entitled "Increased Size of Lots.")

Section 8. Outside Antennas. No outside radio antenna, satellite dish or television antenna shall be erected on the Properties unless and until approved by the Declarant, its successors and assigns, and the Architectural Review Board.

Section 9. Completion of Construction. The exterior of all houses and other structures must be completed within twelve (12) months after the construction of the same shall have commenced, except

where such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, national emergency or natural calamities. Houses or other dwelling structures may not be temporarily or permanently occupied until the exteriors thereof have been completed. During the continuance of construction the Owner shall require the contractor to maintain the Lot in a reasonably clean and uncluttered condition. Upon completion of construction, the Owner shall cause the contractor to immediately remove all equipment, tools and construction materials within ninety (90) days of occupancy or substantial completion, whichever date shall first occur. All driveway banks and shoulders must be hydro-seeded. Silt fences must be in place prior to road and house construction and removed upon completion. Nothing contained herein shall preclude a builder of speculative homes from leaving interior portions unfinished until sold.

Section 10. Outdoor Recreational Equipment. No gym sets, sand boxes, basketball goals or other outdoor recreational equipment shall be installed or used upon the Properties, except with the approval of the Architectural Review Board.

Section 11. Prohibited Work. No Owner shall do any work which would jeopardize the soundness and safety of the Property, reduce the value thereof or impair any easement or hereditaments without, in every such case, unanimous consent of all other Property Owners affected being first obtained.

Section 12. Rebuilding Requirement. Any dwelling or other structure on any Lot which may be destroyed in whole or in part by fire, windstorm or by any other cause or act of God must be rebuilt or all debris removed and the Lot restored to a natural condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than three (3) months.

Section 13. Repair or Property. Each Owner shall, at his sole cost and expense, repair his residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

Section 14. Elevation and Drainage Changes. No changes in the elevation, topography or drainage characteristics of any Lot within the Subdivision shall be made without the prior written approval of the Architectural Review Board nor shall any fill be used to extend any Property beyond any boundary line of any lake-front Lot or creek-front Lot.

Section 15. Tree Removal. No trees or bushes of any kind having a diameter of five (5) inches or more (measured from a point two (2) feet above the ground level) shall be removed from any Lot without the express written authorization of the Architectural Review Board, except for (a) trees removed to construct a house or barn; or (b) trees damaged by storms or disease. No trees or shrubs of any size may be cleared within twenty five feet of any creek, stream or branch. The Architectural Review Board shall further have the authority to require any Owner removing a tree in violation of this provision to replace same at such Owner's cost.

Section 16. Garbage Disposal. Each Owner shall provide garbage receptacles or similar facilities in accordance with reasonable standards established by Gilmer County, which shall be visible from the roads on garbage pick-up days only. No garbage or trash incinerator shall be permitted upon the premises. No burning, burying or other disposal of garbage or trash on any Lot or within the

Subdivision shall be permitted. All garbage shall be stored within the residence of each Owner or in storage facilities provided for said residence at the time same is constructed. The storage area must be visually screened in order to conceal it from view from the road and adjacent Lots.

Section 17. Certain Vehicles Prohibited from Subdivision. No tractor trailers or mobile homes, campers, recreational vehicles or other habitable motor vehicles of any kind, whether self propelled or not, school buses, motorcycles, four (4) wheel all-terrain vehicles, or commercial vehicles, or boat trailers, or boats shall be operated within the subdivision or kept, stored or parked overnight on any Lot, Common Properties or road or street within the Subdivision, except that the storage of trailers and boats is permitted if parked under a dwelling and adequately screened from view, or if parked in a garage which has been approved by the Architectural Review Board.

Section 18. Special Hazards. Each Owner accepts and assumes all the risks and hazards of ownership or occupancy attendant to the ownership of such Lot, including, but not limited to its proximity to any Common Properties or bodies of water. Specifically, the Declarant does hereby disclaim any and all liability for any property damage or personal injury resulting from erosion along the bank of any lake or body of water, and all ditches, streams, lakes or other bodies of water located in the Subdivision or adjacent to the Subdivision.

Section 19. Mailboxes. No mailbox may be placed on any Lot until it has been approved by the Architectural Review Board.

Section 20. Regulations. Reasonable regulations governing the use of the Common Properties shall be promulgated by Declarant and/or the Board of Directors and they may be amended from time to time by the Board of Directors of the Association. Copies of such regulations and amendments thereto shall be furnished to each Member by the Association upon request.

Section 21. Fences. No chain link fences shall be permitted on any Lot or any part thereof. No fences of any kind may be located on any Lot without the prior written permission of the Architectural Review Board.

Section 22. Waterfront Lots. No boathouse, dock, wharf or other structure of any kind shall be erected, placed, altered or maintained on any lake, pond or creek within the subdivision unless the construction plans have been approved by the Architectural Review Board. Any approval by the Architectural Review Board shall be subject to any and all governmental approvals and permits that may be required and it shall be the sole responsibility of the Owner to apply for and obtain any such governmental approvals and permits.

Section 23. Mining and Drilling Prohibition. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, and no derrick or other structure designed for use in boring for oil or natural gas shall be stored, erected, maintained or permitted in the Subdivision.

Section 24. Setbacks and Building Lines. Each dwelling or other structure which shall be erected on any Lot shall be situated on such Lot in accordance with the building and setback codes and

requirements of Gilmer County, Georgia. Notwithstanding the foregoing, no building or other structure shall be erected on any Lot if any part of the structure is within (i) one hundred (100') feet of the edge of any stream, creek, branch, lake or pond; or (ii) one hundred (100') feet of the front Lot Line (defined as the side fronting the primary access road); or (iii) fifty (50') of any side or rear lot lines. Each owner shall leave a undisturbed or landscaped buffer within fifty (50) feet of the boundaries of each lot excluding approved access drives. In addition either the Declarant or the Architectural Review Board may approve the reduction of the front setback line to fifty (50) feet if a substantial portion of the building site is excessively sloping, provided that any such approval must be in writing in order to be valid.

Section 25. Junk or Disabled Vehicles. No stripped, partially wrecked, unlicensed or invalidly licensed, disabled or junk motor vehicle, or part thereof, shall be permitted to be parked or kept in the Subdivision.

Section 26. Prohibition of Open Outdoor Storage. No junk, debris or materials of any kind shall be stored on a Lot other than in an approved enclosed structure. Firewood and bicycles may be stored outside in side or rear yards only, provided they are not visible from any Common Properties, easement, street or amenity area.

Section 27. Traffic Regulations. Traffic regulations on all roads and streets within the Subdivision will be enforced under the provisions of Gilmer County laws for regulating traffic on private roads. A speed limit of fifteen (15) MPH is established on all roads and streets and all traffic control signs, including but not limited to speed limit, stop, directional and no parking signs will be enforced.

Section 28. Hunting. No hunting is allowed within the Subdivision.

Section 29. Subdivision, Easements and Encroachments. No Lot shall be subdivided except as herein provided and no building or residence, including porches or projections of any kind, shall be erected so as to extend over or across any of the building lines as hereinafter established. Provided, however, if any portion of any Common Properties unintentionally encroaches upon a Lot or any part thereof, whether by settlement or otherwise, a valid easement for the encroachment and for the maintenance of same, so long as it shall exist.

Section 30. Increased Size of Lots. Lots may be reduced in size provided the effect is to increase the size of the adjoining lot or lots. In such cases, the Declarant may alter the building or setback lines to conform to such Lot. Should the owner or Owners of any Lots and/or portions of Lots which have been combined for a single building site subsequently wish to revert to the original plan or subdivision, or make any other combination which would not be in violation of this restriction, that may be done only if the written consent of the Architectural Review Board is first obtained, and the Association has been paid all annual Association fees since the building site was combined. In such instances, the adjoining Lot Owners, or other Owners in the Subdivision shall not have the right to pass on or interfere with such Lot rearrangement.

Section 31. Alteration of Building Lines in the Best Interest of Development. Where because

of size, natural terrain, or any other reason in the sole opinion of the Declarant, it should be in the best interest of the development of the Subdivision that the building lines of any Lot should be altered or changed, then Declarant reserves unto itself, its successors and assigns, and no other, the right to change said lines to meet such conditions. The Declarant specifically reserves the right to transfer and assign this right of change of building lines to the Architectural Review Board herein established.

Section 32. Re-platting of Lots. Omitted.

Section 33. Additional Restrictions for Lots Fronting on Lakes or Creeks. No docks, landings or other structures may be located in or immediately adjacent to any lake or creek within or adjacent to the Subdivision without the consent of the Board of Directors. All boating and swimming activities in such lakes shall be prohibited without the consent of the Board of Directors. Fishing shall be permitted within the lakes and creeks so long as all regulations of the Georgia Game and Fish Commission, as the same may be amended from time to time, are strictly observed. All property Owners adjacent to the lakes and creeks shall be prohibited from using insecticides, pesticides and other hazardous materials within one hundred (100') feet of such lakes or creeks.

Section 34. Reservation of Easements. In addition to those easements shown on the Subdivision Plat (including, but not limited to, any pedestrian access easements, drainage easements and utility easements), as well as those easements shown on the Plat of any Additional Property subsequently subjected to the plan and operation of this Declaration, and not as any limitation thereof, a perpetual, alienable and transferable right and utility easement on each Lot is hereby reserved by the Declarant for itself and its agents, devisees, successors and assigns, along, over, under and upon the Lots and Common Properties subject to this Declaration, provided, however, that: (a) no utility easement shall run across any portion of the Lots or other property which is covered by an existing building or structure or across any area for which written approvals to construct a building thereon have been obtained; (b) such easements or installation of utilities therein or thereon shall be maintained in as attractive manner as is reasonably feasible; (c) the Declarant, without obligation, reserves the right to transfer any such utilities and easements, in whole or in part, which it may own to the Association, at which time the Association shall be responsible for and have the obligation to operate and maintain such utility easements; and (d) the Declarant, without obligation, reserves the right to transfer such utilities and utility easements and easements of access to such utilities and utility easements, in whole or in part, to another entity, whether public or private, which shall undertake to provide such utility service. The purpose of these easements shall be to provide, install, maintain, construct and operate drainage facilities, now or in the future and utility service lines, including water, sewer and power, to or from each Lot or other Property. Such easements may be granted or accepted by the Declarant, its successors and assigns, or by the Board of Directors of the Association after such easements inure to the benefit of the Association as provided herein. Within these easements, no structures, planting or other materials shall be placed or permitted to remain which may damage or interfere with installation or maintenance of utilities or which may change the direction or flow of drainage channels in such easements. For the purpose of this Section, the Declarant reserves the right to modify or extinguish the easements herein reserved. The easements herein reserved shall be for the use of Declarant, utility companies and public agencies used in connection with development of the Subdivision. There is further reserved for the benefit of the Declarant, the Association and their respective successors and assigns, the alienable, transferable and perpetual right and easement, as well as the power to grant and accept easements to and from any public or private authority, agency, public service district, public or private utility or other

person upon, over, under and across (a) all of the Common Properties and (b) an area across every Lot which is not covered by an existing building or over any area which would not prohibit the future development of such lot. Such easements may be granted or accepted by the Declarant, its successors and assigns, or by the Board of Directors of the Association provided, however, that for so long as the Declarant owns any portion of the Common Properties or owns any Lot primarily for the purpose of sale and has the option to add the Additional Property or any portion thereof to the plan and operation of this Declaration, the Board of Directors must obtain the written consent of the Declarant prior to granting or accepting any such easements.

Section 35. Mutual Easements. There shall be appurtenant to each Lot a non-exclusive easement for the use of all pipes, wires, cables, conduits, utility lines, flues and ducts serving the improvements thereon and situated upon any other Lot. Each Lot shall be subject to an easement in favor of other Lots for use of all pipes, wires, cables, conduits, utility lines, flues and ducts situated on or across such Lot and serving other Lots. In addition, and subject to all rules and regulations promulgated by the Association and to the easements and Assessments set forth herein, each Owner, his lessees and guests, shall have a non-exclusive easement and right to use the areas designated as bridges, paths, streets, roads, walkways and security gates and systems to travel to and from his Lot and to and from the Common Properties, and a right of easement of enjoyment in and to the Common Properties or greenways. All such easements shall be appurtenant to and shall pass with the title to each Lot.

Section 36. Changes in Boundaries; Additions to Common Properties. Declarant expressly reserves for itself and its successors and assigns the right to change and realign the boundaries of the Common Properties and any Lots or other Properties owned by Declarant, including the realignment of boundaries between adjacent Lots and between Lots and Common Properties. In addition, Declarant reserves the right, but shall not have the obligation, to convey to the Association at any time and from time to time such real or personal property as it determines to be conveyed as an addition to the Common Properties and subject to the other provisions set forth in this Declaration. No Lot shall be subdivided by an Owner, or its boundary lines changed except as provided in this Declaration.

Section 37. Water Wells and Septic Tanks. Private water wells may be drilled or maintained on any Lot or Common Properties so long as neither the Association, nor any public service district, any governmental unit or any public or private utility shall have installed a water distribution line within one hundred (100') feet of such Lot or Common Properties with average daily water pressure in such line adequate for the normal household use of the dwellings served by such distribution line. Septic tanks or similar sewerage facilities may be installed or maintained on any Lot or Common Properties so long as neither the Association, nor any public service district, any governmental unit or any public or private utility shall have had installed a sanitary sewer line within one hundred (100') feet of such Lot or Common Properties, which line is connected to adequate sewerage treatment facilities.

Section 38. Lighting. No mercury vapor or similar lights which are situated upon poles or lamp posts similar to street lights shall be permitted on any Lot.

Section 39. Variances. The Board of Directors of the Association shall be authorized to grant variances and/or easement encroachment agreements where the strict interpretation of this Declaration would create undue hardship for the Owner of any Lot within the Subdivision.

ARTICLE IX
INSURANCE AND CASUALTY LOSSES

Section 1. Insurance.

(a) The Board of Directors or its duly authorized agents shall have the authority to obtain and continue in effect adequate property insurance, in such form as the Board deems appropriate, for the benefit of the Association and insuring all insurable improvements in and to the Common Properties against loss or damage by fire or other hazards, including, without limitation, extended coverage, flood, vandalism and malicious mischief, such coverage to be in an amount sufficient to cover the full replacement cost (without depreciation, to include anticipated costs of demolition and clearing prior to building, but subject to such deductible levels as are deemed reasonable by the Board) of any repair or reconstruction in the event of damage or destruction from any such hazard.

(b) The Board or its duly authorized agents shall have the authority to obtain public liability insurance policy covering the Common Properties and all damage or injury caused by the negligence of the Association, its members, its directors and officers, or any of its agents. Such public liability policy shall provide such coverage as are determined to be necessary by the Board of Directors.

(c) The Board or its duly authorized agents shall have the authority and may obtain: (i) worker's compensation insurance to the extent necessary to comply with any applicable law; and (ii) such other types and amounts of insurance as may be determined by the Board to be necessary or desirable.

(d) All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association as trustee for each of the Owners and costs of all such coverage shall be a Common Expense. Exclusive authority to adjust losses under policies obtained by the Association and hereafter in force with respect to the Subdivision shall be vested in the Board of Directors; provided, however, that no Mortgagee or other security holder of the Common Properties having any interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto. Insofar as permitted by law and reasonably obtainable, the Association shall be required to make every effort to secure insurance policies with the provisions hereinafter set forth:

- (1) all policies shall be written with a company holding rating of A+10 or better in such financial categories as established by Best's Key Rating Guide, if such a company is available or, if not available, its equivalent rating or the best rating possible.
- (2) all property insurance policies shall be for the benefit of the Association, and/or Owners and Owner's Mortgagees, if applicable, as their interests may appear.
- (3) all policies shall contain a waiver of subrogation by the insurer as to any claims against the Association, the Association's Directors and Officers, the Owners and their respective families, servants, agents, tenants, guest and invitees, including without limitation the Association's manager.

- (4) all policies shall contain a provision that no policy may be canceled, invalidated or suspended on account of the conduct of one or more of the individual Owners, or their respective families, servants, agents, employees, tenants, guests and invitees, or on account of the acts of any Director, officer, employee or agent of the Association or of its manager, without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured.
- (e) It shall be the individual responsibility of each Owner at his own expense to provide, as he sees fit, public liability, property damage, title and other insurance with respect to his own Lot. The Association may obtain, maintain and pay the premiums upon a "master" or "blanket" type policy of flood insurance insuring all Lots and Common Properties. Coverage under such policy shall be at least equal to the lesser of (i) the maximum coverage reasonably available for all buildings and other insurable property or (ii) one hundred percent (100%) of the then current "replacement costs" of all such buildings and other insurable property.

Section 2. Damage to or Destruction of Common Properties. Immediately after the damage or destruction by fire or other casualty to all or any part of the Common Property or other Property covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and, in any such event, the Board shall obtain reliable and detailed estimates of the cost of repair or reconstruction. The cost of repair or reconstruction as used in this Article means repairing or restoring the damages to property to substantially the same condition in which it existed prior to the fire or other casualty. Within sixty (60) days following any damage or destruction of all or part of the Common Properties or other insured Property, the Association shall restore or replace such damaged improvements, to include trees, shrubbery, lawns, landscaping, and nature vegetation. If the insurance proceeds, if any, for such damage or destruction are not sufficient to defray the cost thereof, and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, the Board of Directors may levy a special assessment against all Owners, without the necessity of a vote of the Members of the Association, such special assessment to be in an amount sufficient to provide funds to pay such excess cost or repair or reconstruction. Such a special assessment shall be levied against the Owners equally in the same manner as annual assessments are levied, and additional assessments may be made at any time during or following the completion of any repair or reconstruction. Any and all sums paid to the Association under and by virtue of such assessments shall be held by and for the benefit of the Association together with the insurance proceeds, if any, for such damage or destruction. Such insurance proceeds and assessments shall be disbursed by the Association in payment for such repair or reconstruction pursuant to and in accordance with such method of distribution as is established by the Board of Directors. Any proceeds remaining after defraying such costs shall be retained by and for the benefit of the Association.

Section 3. Damage to or Destruction of Lots. In the event of damage or destruction by fire or other casualty to any Lots, such Owner shall, at its/their own expense, promptly clear away the ruins and debris of any damaged improvements or vegetation and leave such Lot in a clean, orderly, safe and slightly condition. Any reconstruction shall be in accordance with all applicable standards, restrictions and provisions of this Declaration and applicable zoning, subdivision, building and other construction requirements.

ARTICLE X
GENERAL PROVISIONS

Section 1. Control by Declarant. NOTWITHSTANDING ANY OTHER LANGUAGE OR PROVISION TO THE CONTRARY IN THIS DECLARATION, IN THE ARTICLES OF INCORPORATION OR IN THE BY-LAWS OF THE ASSOCIATION, Declarant hereby retains the right to appoint and remove any member or members of the Board of Directors of the Association and any officer or officers of the Association so long as Declarant retains its Class B Membership as provided in Article III hereof. Every grantee of any interest in the Subdivision, by acceptance of a deed or other conveyance of such interest, agrees that Declarant shall have the authority to appoint and remove directors and officers of the Association in accordance with the foregoing provisions.

Section 2. Application. All Property Owners, their guests, family members, employees and tenants, or any other persons who may in any manner use the Properties or any portion thereof, shall be subject to the provisions hereof and to the provisions of the By-Laws, rules and regulations of the Association.

Section 3. Enforcement. Declarant, the Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by Declarant, the Association, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidity of any one of these covenants, easements and restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5. Duration. The covenants and restrictions of this Declaration shall run with and bind the Property constituting the Subdivision, and shall inure to the benefit of and be enforceable by the Declarant, the Association or any Owner for a period of twenty (20) years from the date of recording and thereafter shall automatically continue in effect for additional periods of ten (10) years each, unless prior to the expiration of the initial or a subsequent extension of the term of this Declaration, the Owners of no less than sixty (60%) percent of the Lots and the holder of any first deed to secure debt on such Lots agree in writing to cancel this Declaration and record a written cancellation thereof.

Section 6. Assignment. The Declarant shall have the right to assign to any one or more persons, firms, corporations, partnerships or associations any rights, powers or duties reserved or given to the Declarant in this Declaration, provided that such assignment is expressly made in a written document.

Section 7. Amendments By Declarant. So long as Declarant retains its Class B Membership, Declarant may amend this Declaration in any particular, by an instrument in writing filed and recorded in the Office of the Clerk, Superior Court of Gilmer County with or without the approval of any Owner or Mortgagees. Any amendment made pursuant to this Section shall be certified by

Declarant as having been duly approved by Declarant, and shall be effective only upon recordation or at such later date as shall be specified in the amendment itself. Each Owner, by acceptance of a deed or other conveyance to a Lot, agrees to be bound by such amendments as are permitted by this Section. In addition to the foregoing amendment rights, the Declarant shall have the right at any time to amend the covenants and restrictions of this Declaration to correct typographical or clerical errors, and as may be required by any governmental authority, institutional or governmental lender, insurer or purchaser of mortgage loans including, for example, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Veterans Administration or the Federal Housing Administration.

Section 8. Amendments by Association. In addition to the amendments by Declarant set forth in the previous Section of this Declaration, this Declaration may be amended at any time by an instrument signed by the Owners of not less than two-thirds (2/3) of the Lots provided, however, that so long as Declarant retains its Class B Membership, no such amendment shall be valid unless approved in writing by the Declarant. In addition to the foregoing method, amendments to this Declaration may be proposed and adopted in the following manner:

(a) Notice of the subject matter of the proposed amendment shall be included in the notice of the meeting of the Association at which such proposed amendment is to be considered.

(b) At such meeting, a resolution adopting a proposed amendment may be proposed by either the Board of Directors or by Members of the Association. Such amendment must be approved by Owners holding at least two-thirds (2/3) of the total votes in the Association, provided, however, that so long as Declarant retains its Class B Membership or has the option under this Declaration to add Additional Property or any portion thereof to the Subdivision, such amendment must be approved by Declarant.

(c) The agreement of the required percentage of the Owners and, where required, the Declarant, to any amendment of this Declaration shall be evidenced by their execution of such amendment, or, in the alternative, the sworn statement of the President of the Association attached to or incorporated in the amendment executed by the Association, which statement shall state that the agreement of the required Owners was obtained. Any such amendment of this Declaration shall become effective when recorded or at such later date as may be specified in the amendment itself.

Section 9. Waiver. No provision hereof shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches which may have occurred.

Section 10. Gender and Number. All pronouns used herein shall be deemed to include the masculine, the feminine and non-personal entities, as well as the singular and plural wherever the context requires or permits.

Section 11. Rule Against Perpetuities, etc. Declarant herein shall not in any way or manner be liable or responsible for any violation of these restrictions by any person other than itself. In the event that any of the provisions hereof are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then in that event, such terms shall be

reduced to a period of time which shall not violate the Rule Against Perpetuities or any other law of the State of Georgia, and such provision shall be fully effective for such reduced period of time.

Section 12. No Dedication of Common Properties. The Common Properties are a private park, facility or amenity and neither the recording of any such plat nor any other act of the Declarant with respect to the Property is, or is intended to be, or shall be construed, as a dedication to the public of any said parks, greenways or Common Properties unless expressly so stated. An easement for the use and enjoyment of each of said areas designated as parks is reserved to the Declarant, its successors and assigns; to the persons who are, from time to time, members of the Association; and to the invitees of all the aforementioned persons; the use of which shall be subject to such rules and regulations as may be prescribed by the Association, if the Association is the Owner of the facility or Property involved.



Section 13. Special Stipulations. The attached Special Stipulations and exhibits are incorporated herein by reference.

WITNESS the hand and seal of the Declarant as of the date first above written.

Signed Sealed and delivered in the presence of:

Anderson Lake, LLLP

By: 
Douglas E. David
Its: General Partner


Witness

Notary Public

[NOTARY SEAL]
(Seal)



SPECIAL STIPULATIONS

Exhibit "A"

All that tract or parcel of land lying and being in Land Lot 230 of the 6th District and 2nd Section of Gilmer County, Georgia, consisting of Lots 1-9 as shown on a plat of survey for Anderson Creek Retreat, Phase One, dated May 15, 2002. Said plat was prepared by Mark E. Chastain, GRLS #2718, and recorded in Plat Book 38, Page 235-238, Gilmer County, Georgia Records, to which reference is made for a more complete and accurate legal description herein.

TOGETHER WITH All that tract or parcel of land lying and being in Land Lots 230 and 239 of the 6th District and 2nd Section of Gilmer County, Georgia consisting of Lots 10-21 as shown on a plat of survey for Anderson Creek Retreat, Phase Two, dated August 20, 2003. Said plat was prepared by Mark E. Chastain, GRLS #2718, and recorded in Plat Book 41, pages 83-86, Gilmer County, Georgia Records, to which reference is made for a more complete and accurate legal description herein.

TOGETHER WITH All that tract or parcel of land lying and being in Land Lots 229, 230, 239 and 240 of the 6th District and 2nd Section of Gilmer County, Georgia consisting of Lots 22-25 as shown on a plat of survey for Anderson Creek Retreat, Phase Three, as shown on a plat of survey for Anderson Creek Retreat, Phase Three, prepared by Mark E. Chastain, GRLS #2718, dated March 5, 2004 and being recorded in Plat Book 42, page 134A-134B, Gilmer County, Georgia Records, to which reference is made for a more complete and accurate legal description herein.

TOGETHER WITH all that tract or parcel of land lying and being in Land Lots 239 and 240 of the 6th District and 2nd Section of Gilmer County, Georgia, consisting of Lots 26-33 as shown on a plat of survey for Anderson Creek Retreat, Phase Four, dated January 4, 2005. Said plat was prepared by Mark E. Chastain, GRLS #2718, and recorded in Plat Book 45, page 6-7, Gilmer County, Georgia Records, to which reference is made for a more complete and accurate legal description.

TOGETHER WITH All that tract or parcel of land lying and being in Land Lots 206, 227, 228, 229, 240, 241 and 264 of the 6th District, 2nd Section of Gilmer County, Georgia, consisting of Lots 1-31 as shown on a plat of survey for The Ridge at Anderson Creek, dated May 11, 2006, revised November 4, 2006. Said plat was prepared by Mark E. Chastain, GRLS #2718, and recorded in Plat Book 48, page 208-215, Gilmer County, Georgia Records, to which reference is made for a more complete and accurate legal description.

TOGETHER WITH all that tract or parcel of land lying and being in Land Lot 238 of the 6th District and 2nd Section of Gilmer County, Georgia consisting of Lots 1-3 as shown on a plat of survey for Paula V. Arnold, dated May 31, 2006 and prepared by Joel Jordan, GRLS #2430 and recorded in Plat Book 47, page 194, Gilmer County, Georgia Records, to which reference is made for a more complete and accurate legal description herein.

TOGETHER WITH all that tract or parcel of land lying and being in Original Land Lot 238 of the 6th District and 2nd Section of Gilmer County Georgia, being designated as Tract C, consisting of 4.04 acres, more or less, Tract D, consisting of 5.54 acres, more or less, being a total of 9.58 acres, more or less, as shown on survey for Paula V. Arnold, dated March 25, 2005 recorded in Plat Book 46, page 228, Gilmer County Georgia Records, to which reference is hereto made for a more complete and accurate legal description.

TOGETHER WITH all that tract or parcel of land lying and being in Land Lots 229 and 230 of the 6th District and 2nd Section of Gilmer County, Georgia consisting of 11.33 acres, more or less, as shown on a plat of survey for Anderson Creek Retreat, dated February 5, 2004 prepared by Mark E. Chastain GRLS #2718. Said plat is recorded in Plat Book 42, page 61, Gilmer County, Georgia Records, to which reference is made for a more complete and accurate legal description herein.

TOGETHER WITH all that tract or parcel of land lying and being in Land Lot 230, of the 6th District and 2nd Section of Gilmer County, Georgia being designated as Lot 15, consisting of 3.30 acres, more or less, as shown on plat for Anderson Creek Retreat, dated February 7, 2004, prepared by Mark E. Chastain, GRLS #2718. Said plat is recorded in Plat Book 42, page 56, Gilmer County, Georgia Records, to which reference is made for a more complete and accurate legal description herein.

TOGETHER WITH all that tract or parcel of land lying and being in Land Lot 230 of the 6th District and 2nd Section of Gilmer County, Georgia and being designated as Lots 1-R, 4-R, and 5-R, as shown on plat of survey for Anderson Creek Retreat, dated February 1, 2006, prepared by Mark E. Chastain, GRLS #2718. Said plat is recorded in Plat Book 47, page 141-142, Gilmer County, Georgia Records, to which reference is hereby made for a more complete and accurate legal description herein.

Exhibit "B"

All of the roadways shown on the plats of survey referenced in Exhibit "A" hereto, over which each Owner shall have a non-exclusive, perpetual easement for ingress and egress for vehicular and pedestrian traffic.

EXHIBIT "C"

All of the property owned by Anderson Lake, LLLP (ALLLP), whether presently owned, acquired or annexed by ALLLP in the future.

Exhibit "D"Members who prepaid the Ridge Preserve Special Assessment

Susan Cauble	Lot 30 Spring Camp	\$6,500.00
Stan Schwarz	Lot 3 Spring Camp	\$6,500.00
Hugh and Susan Switzer	Lots 5 & 6 Spring Camp	\$6,500.00
Jim Biggs	Lot 2 Spring Camp	\$6,500.00
Mike and Linda Lancaster	Lot 29 The Ridge	\$6,500.00
Patricia and Eric Schultz	Lot 22 Spring Camp	\$6,500.00
Roy and Karen Borrego	Lot 31 Spring Camp	\$6,500.00
Markham Smith & Ellen Hauck	Lots 25 & 27 Founders Lot	\$6,500.00
Susan and Bill Persons	Lots 1 & 2 The Ridge	\$6,500.00
Susan Chapman & Randy Engle	Lot 9 The Ridge	\$6,500.00
John and Helen McLaughlin	Lot 33 Spring Camp	\$6,500.00
Bruce and Paula Cumming	Lot 38 Spring Camp	\$6,500.00

**Anderson Creek Retreat
Architectural Guidelines
6.1.2021**

Contents

	Page
I. Preface	3
A. History and Stewardship.....	3
B. Architectural Review Board	3
C. Master Plan Concept.....	4
D. Use of Design Professionals	4
II. Design Guidelines	5
A. Architectural Design Guidelines.....	5
B. Required Architectural Materials and Details	7
C. Landscape Design Guidelines and Recommended Plants	10
D. Additional Controls and Recommendations.....	16
III. Review Procedures and Timing Summary	18
IV. Design Review and Construction Submission Requirements	19
A. Pre-Design and Conceptual Review - First Submission: Form 1	20
B. Preliminary Design Review - Second Submission: Form 2	23
C. Construction Review: Final Submission: Form 3	25
D. Application for Construction: Form 4.....	28
E. Application for Landscaping Installation: Form 5.....	28
F. Final Inspection and Owner Occupancy: Form 6.....	28
G. Application for Construction or Design Change: Form7.....	28
V. Enforcement of Design Guidelines	29
VI. Construction Phase - Contractor Requirements	
A. General Requirements.....	30
B. Tree Protection During Construction	34
C. Erosion Control	35
VII. Future Improvements	
A. Application for Construction or Design Change.....	36
VIII. Forms to Assist with Submittals and Reviews	37-44
IX. Appendix 1: Tree Protection Specification	46
X. Appendix 2: Architectural Review Board Recommendations	48
XI. Exhibit A: Lot Location Map	41
XII. Exhibit B: Stone Foundation Wall Detail	42
XIII. Exhibit C: Window Detail	43
XIV. Exhibit D: Exterior Light Fixture Options	44

I. Preface

A. History and Stewardship

Anderson Creek Retreat was once part of a vast forest and the exclusive reserve of the Cherokee Indians. Following the discovery of gold in nearby Dahlonega in 1828, the State of Georgia offered 160 acre land lots to pioneer settlers and speculators in the 1832 lottery. In 1838, after facing inevitable conflict, the Cherokee began the long Trail of Tears march to their Oklahoma reservations leaving their Georgia land, abundant water, rich bottomlands, dense woodlands and plentiful game to the Scotch-Irish settlers.

To preserve an informal, low-key rural lifestyle and to minimize the impact of development on the rural setting, the Master Plan for Anderson Creek Retreat offers home-sites averaging more than three acres. This commitment to a low density community is designed to protect water quality, open space and wildlife habitat.

Ownership rights of both private and common property are clearly defined in the Declaration of Covenants and Restrictions. An Architectural Review Board oversees all aspects of architecture and landscaping. The review process and building standards for ACR are explained in these Architectural Guidelines.

Property owners play a vital role in preserving the look and feel of Anderson Creek Retreat. Owners are encouraged to research regional styles and to create a residential experience compatible with the natural setting. The lay of the land, the topography, of each home site is unique. A custom design is required to determine driveway access, consideration of views, breezes, the way light falls in various rooms and the impact on the land and neighboring properties.

B. Architectural Review Board

As stated in each owner's deed, all site improvements must conform to the protective covenants which are intended to preserve the natural beauty of Anderson Creek Retreat.

Article VII of the covenants establishes the authority of an Architectural Review Board consisting of owners and, on occasion, professional design consultants. The Architectural Review Board

(ARB) conducts both formal and informal reviews and provides constructive guidance during key stages of the design process.

C. Master Plan Concept

Protecting, preserving and enhancing the natural beauty of Anderson Creek Retreat is the underlying principle of planning activities. The Master Plan offers a variety of individual home settings. All homes, fences, gates, and drives should blend into the environment and be shaped by the existing topography and vegetation. All structures on the property should be screened from neighbors with landscaping.

Anderson Creek Retreat is surrounded by hundreds of thousands of acres of public lands unencumbered by lights from towns and cities. To preserve our “dark skies”, lighting sources should be concealed from view and used only for essential functions and security. Floodlights are not permitted.

D. Use of Design Professionals

The unique features of each home site offer an opportunity to design a custom home to fit the lay of the land and take advantage of views, breezes and light. Design professionals add value to the construction of a home and help assure it blends with the natural features and the historic rural character of the surrounding area. The architectural history of the southern Appalachian consists of modest, functional structures which have been carefully sited with regard to one another and to the uses of the surrounding land. To preserve the beauty and character of Anderson Creek Retreat, it is essential that the development of each home-site be done with extreme care.

Each home should be designed with the assistance of a landscape architect and a residential architect or designer approved by the Architectural Review Board (ARB).

A landscape architect designs everything outside the walls of the building and prepares a site analysis before architectural design begins. This includes, but is not limited to, consulting with the residential architect as to where the house is placed and how it relates to the site during all phases of design for drives, service yards, parking, roads, utilities, walks, decks, terraces, pools, kennels, gardens, grading, drainage, outside lighting, and planting of trees and shrubbery.

II. Design Guidelines

To meet the development and aesthetic objectives of Anderson Creek, owners and designers must adhere to the strict and comprehensive design guidelines. In addition to the guidelines stated herein, refer to the Declaration of Covenants, "Article VIII, Use and Building Restrictions" for any additional requirements or restrictions. The architect and owner must thoughtfully integrate each site and house design with this special setting. The following establishes architectural guidelines, material selections and detailing, and landscape design requirements:

A. Architectural Design Guidelines

Creative architectural solutions are encouraged to complement the uniqueness of each site, to express the design concept of the individual property owner and to contribute to Anderson Creek Retreat as a whole.

The traditional southern vernacular architecture exhibits certain characteristics that respond to climate, building shape, function, and site. The richness, simplicity, and rationality of this regional vernacular should serve as the primary reference source for the design of Anderson Creek Retreat homes. This architecture was responsive to the technology of an earlier time when building forms and styles were determined by local building material, tradition, and climate. Some of these features are listed as follows (refer to the Declaration of Covenants and Restrictions for additional requirements):

1. **Building Heights** should use the natural tree cover as a guide. No building will be more than 3 stories or a height of 35 feet. New trees and other plant materials should be planted on the property as soon as possible in open areas to provide visual screening.
2. **Forms:** Steeply pitched roofs and generous overhangs are recommended. Height and profile should be dictated

by the setting. Profile is the overall shape and height of a structure. It determines how the structure fits within the overall contours of the space around it. Therefore, open fields would dictate a low profile, whereas heavily wooded areas, a high profile.

3. **Layout:** Open planning is recommended to allow through ventilation. Glass should be used to capitalize on views and vistas. Size and height should be scaled to the site. Shape and location of buildings and grounds should fit, where possible, within the existing or planted trees.

4. **Space:** High ceilings are desirable with well-developed inside-outside relationships. Rooms should open onto terraces, decks, balconies, and views.

5. **Exterior:** Integration of grounds, drives, parking, car shelters, and gardens is essential. House, courtyards, porches, greenhouses, service yards, and support buildings should create a unified design.

6. **Views and Ventilation:** Rooms with generous windows take full advantage of the beautiful natural views. They should be carefully located to fit the specific site and its trees, sun exposure, vistas, etc. Large multi-paned windows are suggested.

7. **Balconies:** Balconies, cantilevered or supported with columns, are encouraged on high profile homes to allow outdoor living, to capitalize on views and vistas, and to assist with scale and massing, which is regard for the optimal shape and relative proportions of a structure.

8. **Verandas:** Common use of verandas, porches and decks is encouraged, screened, glazed or open, providing inside/outside transitions.

9. **Lighting:** Light bulbs shall not be seen directly. Illumination of surfaces such as walls, walks, and decks is permissible. Porch lighting, for example, may include wall washes and recessed decorative fixtures to illuminate the entry surface, but the source of lighting should not be in view. Floodlights or other lighting directed away from the house are strictly prohibited, regardless of circumstances. All outside lighting must be incandescent and not exceed 75 watts from

any one source. Refer to the supplemental lighting exhibit for examples of acceptable exterior light fixtures. A variety of appropriate fixtures is available through Masterpiece Lighting in Atlanta. (www.masterpiecelighting.com (404-897-9977))

B. Required Architectural Materials and Details

Finish treatment of buildings should be comparable in quality and detail on all four sides of the building.

Materials used and construction techniques employed shall be primarily those that are traditional to the southern Appalachians. Log homes are limited to materials that reflect traditional log techniques. Detailing of structures at Anderson Creek Retreat must be done with proper consideration for the indigenous southern vernacular architectural style, the available construction technology, and the environment. The environmental considerations include preservation of the tree cover, wildlife habitat, water quality, the hot summer sun, heavy seasonal rains, high humidity, cold winter winds and storms. Simplicity in detailing is encouraged.

Roofs

Roof colors, textures, and exterior wall materials should be compatible with the setting and reflective of rural styles, specifically wood shingles or metal.

- a. Metal:
 - 1) Standing seam metal roofs must be a minimum of 26 gauge or better.
 - 2) Spacing of standing seam metal panels should be 12" to 18" with maximum seam height of 1" and seam width of 3/4" except end seam at rake not to exceed 1-1/2" in width and to have a similar profile to typical seam.
 - 3) To blend in with the surroundings, roof colors will be darker shades of brown, green, gray or red. A clear galvanized finish coating is not allowed except by special permission.
- b. Asphalt architectural roofing shingles must be approved by the Architectural Review Board.
- c. Roof Pitch Height: 10 on 12 minimum, 12 on 12 maximum.
- d. Rafter Detail: The end face of rafters shall be exposed with a minimum extension of 1-6". No boxed soffits at eave overhangs.

.Exterior

- a. Brick, metal siding, stucco, and cement composite clapboard are not allowed.
- b. It is recommended that wood lap siding be mitered at the corners of the building instead of using trim boards.
- c. The use of native stone for stone walls, foundation facings and chimneys is required.
- d. Masonry requirements:
Minimum average size will be 4 x12 face dimension.
Ties are required every 16" o.c. vertically and 24" o.c. horizontally - minimum.
- e. Fieldstone is to be stacked with a minimum of 4" in depth, field installed with edge of stone exposed as opposed to a pre-manufactured product or flatwork laid up like tiles.
Stonework should have the same dimensional characteristics found in the area. Prefabricated stone or prefabricated stone panels are not allowed. However, cut native stone product may be approved by the ARB.
- f. For fieldstone skirt at basement or foundation wall, we require a wall detail where the stone face is pulled back behind the face of the wood siding.

3. Decks

- a. Deck material should be cedar, redwood or other insect and rot resistant wood with a low moisture content variation. Exposed pressure treated materials are acceptable for blocking, framing and decking. The highest grade pressure treated materials should be used for primary deck spaces.
- b. Screening between open framing beneath the decks to be either stone masonry or wood. Wood screening will be made of solid stock members, minimum $\frac{3}{4}$ " thickness in a horizontal or vertical pattern. No pre-fabricated diagonal lattice pattern or pressure treated material are allowed.

4. Fireplace Construction

- a. Pre-fabricated masonry systems are not allowed except for ARB approved modular masonry fireplace assemblies such as manufactured by Isokern or ARB approved equal. When using a modular masonry system, all stonework on the exterior face of the fireplace is to be stacked stone with minimum depth of 4 inches (refer to Item # 2 - Exterior Materials).

5. Exterior Doors

- a. Exterior doors are to be a full 7'-0" high and 2'-10" wide minimum.
- b. Doors must be of solid wood construction and of a minimum $\frac{3}{4}$ " thickness.
- c. Custom milled & fabricated doors are recommended.

6. Windows

- a. A true-divided lite window is recommended. A simulated divided lite window product with a divider component between the interior and exterior panes will be considered by the Architectural Review Board. The exterior face of the muntin with a stepped wood profile similar to the Kolbe & Kolbe "Ovolo Bar" is preferred to a flat, mitered muntin profil. A "snap-on" type system applied to the exterior face of the glass is not acceptable.
- b. List of Recommended Manufacturers: Kolbe & Kolbe; Pella, Architectural Series

7. Window Frame Detailing

- a. Typical exterior window sill will extend a minimum $\frac{3}{4}$ " from the face of the exterior wall and 1" to 1-1/2" beyond the jamb trim.

8. Interior Ceiling Heights

- a. Ceiling heights of all rooms for all structures of the ground floor level will be a minimum of 10'-0", from finish floor to ceiling or the top of the wall plate and a 9'-0" minimum on secondary level above the first floor.

C. Landscape Design Guidelines and Recommended Plants

All landscape design decisions should be closely integrated with the architectural design concept. This close relationship should continue through each design phase. At a minimum, landscape design should address the following issues:

1. **Preservation:**

Preserve as much as possible of the existing ecological systems including trees, roots, vegetation, drainage areas, and wetlands. The idea is to design the home to fit the land, its trees, grades, views, sun, etc. rather than force a preconceived house on the site. Save existing trees and minimize damage to trees during design and construction. No trees at two feet above the ground over 8" in diameter or 3" in diameter for small flowering trees or evergreens may be removed at any time without prior Architectural Review Board approval. (The Anderson Creek Retreat Property Owners Association, ACRPOA, may relocate individual trees.) No wild azalea plants may be removed.

It is prohibited to remove trees beyond what is necessary for the installation of the structure and driveway without approval of the ARB. View pruning must be approved by the ARB. Clearing for a structure will not exceed more than 40 feet from the finish footprint or 10 feet beyond a finished driveway.

2. **Entrances and Driveways:**

- a. Entry drives shall meet the roadway at 90°, and be 8' minimum, 10' maximum width, and whenever possible, shall curve through the landscape buffers to avoid direct views from the roads to the house. The entry drives shall continue as gravel roads as far as can be seen from the main road, at which point the surface material may vary if approved by the Architectural Review Board.
- b. No automobile gates are permitted.
- c. Mailbox designs shall be approved as a part of the site plan review.

3. **Vegetation:** Both existing and added plant materials should be carefully and thoughtfully used to:
 - a. Provide enrichment to the home setting and to contribute visually to the total image of Anderson Creek Retreat.
 - b. Stabilize the ground, prevent erosion, and control runoff.

- c. Create outdoor “rooms” and other spaces through screening with plantings and also to screen buildings from each other and from the roads.
 - d. Create an exterior third dimension through the use of tree canopies, patio walls, and trellises.
4. **Use of Natural Elements:** Existing vegetation on lots should be treated as an opportunity to capture initial full scale landscape, have a low maintenance design, create privacy and screening by careful minimal clearing, provide shade/climate control and stabilize the ground; thus, harmonize the site through the protection of existing plans and the planting of new ones.
 5. **Open Fields:** To extend the woods to the home,, building in fields and pastures will require more new trees and plant materials than for those on sites that are heavily wooded
 6. **Screening with Plants:** Homesites have been located in order to increase the privacy with natural arrangements of indigenous plants. Undisturbed vegetative borders or native plantings between the lots maintain the natural rural character. Property owners should add trees and shrubs to these buffers to create a verdant environment to ensure a minimum of visual exposure of homes from property to property, from road to home, and from open areas.
 7. **New Plantings:** Parking areas must be screened from view. Foundation plantings around the home are encouraged much as they were historically used. At the same time, plantings should extend the geometry of interior spaces into outdoor terraces and spaces and provide visual privacy from roads and neighbors. Supplemental planting should be planned for any disturbed area due to construction (around the building, along the new driveway, construction access paths, construction holding areas).
 8. **Grass:** Lawns are discouraged. In existing open areas and pastures, it is recommended that the land be used for meadow grass, wildflowers, gardens, and orchards as are common in rural areas.
 9. **Irrigation:** Irrigation systems are to be discouraged, as properly selected plants that are nurtured for two to three

years will become “naturalized,” which will greatly simplify maintenance, particularly in periods of vacancy. If irrigation is needed, special designs under trees must be used to protect the root system.

10. **Views and Vistas:** With approval of the Architectural Review Board, the existing trees and vegetation may be trimmed a

minimum amount to allow views from the home. Clear cutting for a view is not allowed.

11. **Service Areas and Utilities:** Service areas of individual homes must be carefully planned to screen from view garbage can enclosures, dog pens, utility hookups, and mechanical equipment. Service areas must be fenced in a design that architecturally blends with the house. Property owners shall provide underground lines to their respective residences. All such utilities shall enter the house in the service yard area. Television antennas, CB antennas, and satellite dishes are not permitted unless their locations are approved by the Architectural Review Board to conceal them from view of neighbors, common areas and Anderson Creek Retreat Club property.
12. **Fences:** As a general rule, fencing of the property is discouraged. Where approved, fencing should be limited to areas immediately adjacent to the primary structures. Fencing of an entire lot is not allowed. Where approved by the Architectural Review Board, four-board horse fences are encouraged for horse pastures. No automobile gates are permitted.
13. **Landscape Borders:** Landscape timbers or railroad ties are not permitted unless approved by the Architectural Review Board.
14. **Off-street Parking:** A minimum of two car spaces (permanent) and two visitor spaces are required. These spaces need not be on paved surfaces. Garages, carport-like sheds and other secondary non-inhabited structures, must be sited so the entrance is not seen from roadways, common areas or adjoining house sites. Generous landscaping is required to hide cars and parking areas and soften driveway entrances.
15. **Plant Material Suggested for Use:** Planting plans should call for sufficient quantities of large trees with enough additional plant materials to provide cover, scale, and visual privacy for lots located near open fields.

The following is a comprehensive list of suggested plants, including those that are native.

**Trees and
Shrubs**

Small Flowering Trees

(Native)

Serviceberry
y
Eastern Redbud
Granny Grey
Beard White
Dogwood
Chickasaw Plum
Flameleaf Sumac
Sassafras

Evergreen

Trees (Native)

American Holly

Shrubs

(Native -

Deciduous) Red

Buckeye
Devil's Walking
Stick Hercules Club
American
Beautyberry
Sweetshrub
Red Flowering Quince
Scotch Broom
Smooth
Hydrangea
Oakleaf
Hydrangea

Deciduous Trees

(Native)

Red
Maple
Sugar Maple
Pignut Hickory
Yellow
Buckeye
Persimmon
Tulip Poplar
Fraser Magnolia
Big Leaf
Magnolia Black

(Native -

Evergreen)

Inkberry
Pfitzer Juniper
Mountain Laurel
Drooping
Leucothoe Mugo
Pine
Carolina
Rhododendron
Rosebay
Rhododendron
Piedmont
Rhododendron Bear
Grass

Groundcovers and Wildflowers for Wooded Sites

Columbine	Big Blue Liriope (not native)
Wild Ginger	Sensitive Fern
Butterflywe	Mondograss
Lady Fern	Cinnamon Fern
Blue Wild	Royal Fern
Indigo	Woodland
Crossvine	Phlox Solomon
Trumpet Vine	Seal Christmas
Green and Gold	Fern Bracken
Hay-scented	Fern Bloodroot
Fern Autumn	Greenbriar
Fern	Southern Shield Fern
Strawberry Bush	Low Bush Blueberry
Joe-Pye Weed	Periwinkle
	Ox-eye Daisy

Carolina Yellow Jasmine

Climbing Hydrangea

D. Additional Controls and Recommendations

The following permits are required from Gilmer County. Forms necessary to apply can be obtained on the Gilmer county web site. www.gilmercounty-ga.org , Planning and Zoning Dept.:

1. Permit for a septic system (land disturbance)
2. Permit for building construction
3. For your domestic water system, your contractor will need to hire a certified well drilling company who in turn will handle all of the necessary permitting.

Other recommended reference documents include:

1. The Southern Standard Building Code
2. Landscape Architect or Architect may want to use a Tree Penalty Clause in their Specifications (sample text is included in Section IX. Appendix 1).

III. Review Procedures and Timing Summary

Prior to beginning the home design process, the owner and his design consultants should carefully familiarize themselves with the requirements of these Architectural Guidelines as well as "Article VII: Architectural Review" of the Declaration of Covenants.

Once the property owner has selected an architect or designer and a landscape architect, it is recommended that the owner attend an informal meeting with a member of the Architectural Review Board. This meeting of the owner, architects (if possible), and the ARB member will provide an opportunity to discuss the architectural design review and construction process and any general questions regarding overall design, materials, siting, etc.

As the design activities proceed, the Architectural Review Board will meet as required to review any home design documents that have been submitted for review. Each submittal shall follow the sequence and format outlined in Section IV of this document.

It is preferable for initial communication with the Architectural Review Board include the Owner's Architect or Landscape Architect. All design documents, material and color samples submitted for review are to be prepared and submitted by the Architect or Landscape Architect. Each submission document must be accompanied with the appropriate form (see Section VIII) and signed by the designated representatives.

Submissions for each phase will not be reviewed until a 100% complete submission is received including receipt of fee. Any omissions of requested data for each of the three reviews outlined in Section IV will cause unnecessary delays in the process.

A formal review by the ARB of each submission will take place within (15) working days from the date of receipt of the 100% complete submission. Owners and their submitting architects will be promptly notified of the board's recommendations and decisions.

It is possible that the Architectural Review Board may need additional time due to unusual circumstances. In this case, owner and architect will be notified.

If a submission requires more than two reviews in a phase, there will be an additional cost for each additional review.

No partial reviews will be conducted for foundation packages or other partial packages released for construction.

IV. Design Review Phases and Construction Submission Requirements

The first step in building a home is for the owner, architect and landscape architect to visit the site and receive a guided tour of Anderson Creek Retreat by a Board member. It is important that everyone involved understand the unique features of each site and its rural context and to conduct a visual survey of the setting, the immediate surroundings and the broader environment of the community.

Design Review Phases (subsections A, B, and C):

There are three phases in the planning process before construction can begin). Each phase requires the submission of documents and reviews by the Architectural Review Board:

1. The first, Pre-Design and Conceptual Review, precedes the actual house design. In many ways, it is the most important phase.
2. Second is the Preliminary Design Review.
3. The third phase is Construction Documents Review.

With each submission, the owner will pay fees to compensate ARB professional consultants for the review of the plans. If the actual costs are less, an owner will be refunded the balance.

Construction Submission Requirements (subsections D, E, and F):

1. Construction Permit and Performance: After construction documents are approved, the builder or the owner must apply for an Anderson Creek Retreat construction permit and make a refundable \$3000 construction performance deposit.
2. Landscape Installation and Performance: An additional \$5,000 deposit is required from the owner as a refundable landscaping performance deposit.
3. Final Inspection and Owner Occupancy: In case an owner requests an occupancy permit before construction is complete, an additional \$3,000 deposit is required.

Construction or Design Changes and Future Improvements (subsection G)

1. Subsequent to approval of the Construction Review Documentation by the ARB, there may be cases where changes are desired or required to be made to the structures or site. In these cases, a new Design Review must be undertaken and approved by the ARB.

2. In addition future improvements after initial construction is complete including building additions, outbuildings, landscape elements, and any alterations to the exterior, will require design review by the Architectural Review Board. Such plans should be discussed with the Architectural Review Board at the earliest convenience.

The following are details and specific requirements for the review phases and construction requirements described above:

A. Preliminary-Design and Conceptual Review: Form 1

Review Fee: \$600

1. The Pre-Design phase requires a tree survey by a licensed surveyor, a site analysis by the landscape architect and a drawing by the architect that shows the number and sizes of the proposed buildings, their general locations and the path of the new driveway. The drawings should show how the buildings will relate to existing grades and existing vegetation and indicate the anticipated amount of clearing and grading.

- a. **Site Analysis.** A site analysis shall be presented at a minimum scale of 1" = 20'-0" depicting the site data gathered. The analysis should be drawn on a copy of the topographical/tree survey (see item b below), prepared by a Licensed Land Surveyor. This site analysis should include but is not limited to, sun analysis, breeze directions, drainage, views, adjacent homes and driveways, site access and areas providing minimal or maximal privacy. The analysis must take into account the potential impact of the building site from key vantage points, including neighboring lots. The site analysis should include the following:
 - 1) Anderson Creek Retreat Lot Location Map. (See Exhibit A, page 41.) The lot should be

indicated on this map either outlined or highlighted. The map can be attached to the Site Analysis.

- 2) Identification and description of views and vistas.
- 3) Description of special or unusual features on the site and beyond to note creeks, mountain views, and significant trees and vegetation.

b. **Topographic/Tree Survey.** To assist with the site analysis, a thorough site/tree survey will be prepared for the areas impacted by construction to show the shape of the land (topography) and significant vegetation. The site survey should extend as far into the adjacent areas as necessary in order to provide the designer necessary information to address all environmental opportunities and issues. The site survey should identify property lines, easements, setbacks, contour lines, wetlands, and other prominent features. Utilities locations shall be noted. Contours should be shown at two-foot intervals (available from the Anderson Creek Retreat surveyor). The scale of the survey shall be at least 1"= 20'.

The tree survey, which can be a part of the site survey, should identify all trees over 12" in diameter at chest height and any significant massing of native shrubs within 40 feet of all areas to be disturbed. The survey should indicate size and species.

2. The Conceptual Design drawings should illustrate the general development, building footprint and design intent and their impact in relation to the site. The minimum square footage for the primary building is 1500 sq. ft. Refer to the Declaration of Covenants and Restrictions, Article VIII, Section 24, for information regarding setback requirements and building restrictions. Individual variances in setbacks and sidelines may be granted by the Architectural Review Board or the Declarant when mountainous topography or other variables call for special consideration. For example, front setback requirements may be reduced up to a minimum 50 ft from the property line where topography dictates.

a. **Concept Plan.** A freehand site plan at a scale of 1" = 20'-0" showing the location of the house, driveway, walks, and amenities with proposed landscaping concepts as intended to help integrate the building with its environment. The plan will show the proposed footprint of the house with dimensions to show all

required easements and setbacks. Driveways and walks must be located along with the service and parking access, HVAC units, septic tanks and fields, electric meters, trees to be removed, screening of roads and neighbors.

- b. **Schematic Landscape Plan.** A freehand landscape plan at a scale of 1" = 20'-0", developed by the project's landscape architect, showing the location of the house, driveway and walks, and amenities with proposed landscaping concepts to integrate the building with its environment and to provide positive drainage.

- c. **Exterior Elevations.** Drawings presented at 1/8" scale (freehand or hard line) representing the view of the primary sides of the proposed structure. These drawings may be supplemented by photograph images illustrating the general design intent and aesthetic.

The Architectural Review Board will either grant approval or state reasons for withholding approval and will offer suggestions for improvement. If the Site Analysis or Conceptual design drawings are substantially changed, either by request of the Architectural Review Board or desire of the owner, they must be re-submitted and receive approval before proceeding with Preliminary Design Documents.

B. Preliminary Design Review: Second Submission

All preliminary submissions must contain the following:

1. **Approved Site Analysis.**
2. **Dimensioned Site Plan.** This will be a hard-line drawing based on the approved Conceptual Plan, drawn at a scale of 1" = 20'-0".
3. **Updated Landscape Plan.** This updated plan at a scale of 1" = 20'-0" or 1/8" = 1'-0", will reflect any adjustments made to the approved Conceptual Schematic Landscape Plan – building location, hardscape, grading issues or proposed planting material.
4. **Building Elevations.** Drawings presented at 1/4" scale representing the view of all exterior sides of the proposed structure. All exterior elevations must indicate actual grades and existing topography. Proposed spot elevations at the corners of the building and estimated floor elevations are to be included. A spot elevation is a point on a map or chart that has its elevation noted, usually in terms of vertical distance from sea level.
5. **Floor Plans.** Floor plans at 1/4" scale must depict the layout of spaces for all levels of the proposed building.
6. **Building/Site Section.** A minimum of 2 sections drawn at 1/4" scale showing the relationship of the interior and exterior spaces with the natural topography are required.
7. **Preliminary Stake-out.** In accordance with the approved Concept Plan, the house and driveway must be staked out on the lot with stakes at least two (2) feet tall marking the corners. A string shall connect all stakes outlining the shape of the house. All trees over 12" in diameter to be removed shall be tied with red surveyor's ribbon. Utility ditches, septic tank, roads, pools, and amenities will also be staked.

The Architectural Review Board will either grant preliminary approval or state reasons for withholding approval with suggestions for improvement. If the Preliminary Drawings are substantially changed, either by request of the Architectural

Review Board or desire of the owner, they must be re-submitted and receive Preliminary approval before proceeding with Construction Documents.

C. Construction Documents Review: Final Submission
Review Fee: \$800

The Construction Documents are prepared after changes are made, if any, from the review of the preliminary submission. The final stake-out, reflecting any changes, must be completed before submitting for the final submission. A representative of the Architectural Review Board will preview all submissions and will not present a project to the Board for final review unless the following are completed and have been submitted:

1. **Final Stake-out.** The preliminary stake-out must be updated reflecting changes, if any, in the location of the house or driveway, amenities, and any additional trees to be removed. All underground utilities will be staked and adjusted to save tree roots. (See 3. below)
2. **Color Samples.** Proposed colors of all exterior materials including siding, trim, roofing, and lattice must be submitted on actual samples of materials proposed for use. These sample submissions are most important to the Architectural Review Board in evaluating the final appearance of the house as color chips often vary greatly from actual applications.
3. **Landscape Plan.** Landscape plans must be drawn at a minimum scale of 1" = 20'-0" or 1/8" = 1'-0" and must convey a scale representative of all roads, septic systems, well locations, mechanical equipment, all exterior lighting and landscape lighting locations, sprinkler head locations, walks, fences, pools, decks, patios, play structures, mailboxes, site grading, and any existing significant plants. New planting materials should be identified by size, common name, variety, and quantities. Adequate landscaping, plant screening or fence must be provided for driveway entrances, service yards, trash enclosures, and electric meters. All underground utilities including, but not limited to, water line sewage lines, telephone lines, cable lines, irrigation lines, lighting lines, etc. will be located on the plans. Tree protection barriers and silt fencing locations must also be included.

4. **Dimensioned Site Plan.** The submitted plan shall be similar to the preliminary plan including any changes and proposed utility services.
5. **Foundation and Framing Plan.** The submitted plan shall be at 1/4" scale, showing locations and sizes of foundation and framing elements and how they relate to nearby trees.
6. **Exterior Lighting Plan.** This plan shall be at 1/4" scale and will coordinate with the Landscape plan. It will show locations of all exterior lighting proposed for the building, deck and outdoor areas, landscaped areas, and paths. Refer to Section XIV. Exhibit D for examples of exterior lighting options.
7. **Floor plans.** Floor plans must be drawn at 1/4" scale, containing all information necessary for construction.
8. **Elevations.** Drawn at 1/4" scale, elevations shall accurately represent the view of all sides of the house and other structures. Floor elevations must be delineated and existing and proposed grade levels must be shown. All exterior materials must be labeled.
9. **Building Sections.** Sections shall be drawn at 1/4" scale as necessary for clarification or construction.
10. **Details.** Details shall include:
 - Roof edge and roof rake details
 - Typical wall section
 - Exterior siding details
 - Exterior trim details
 - Window and door details
 - Exterior walls, fences, or screens
 - Exterior railing systems
 - Screen porch section and details
 - Porch and Deck section and details
 - Privacy walls, as appropriate
 - Foundation wall detail
11. **Specifications.** Specifications must be submitted defining the quality of all work and materials.
Note: We may allow submission of cut sheets and samples in lieu of written specifications.

12. **Septic Permit.** Approved Septic Tank Permit.

If the Architectural Review Board fails to grant final approval, it may suggest items to be corrected or resubmitted.

D. Application for Anderson Creek Retreat Construction Permit- Form 3
Construction Deposit: \$3,000

The approved contractor may submit an application for an Anderson Creek Retreat construction permit, either at the time of the Construction Documents Review or before construction begins. At the time he makes this application, the contractor must submit four (4) sets of complete working drawings and specifications to be approved and stamped by the Architectural Review Board. The stamped Anderson Creek Retreat construction documents are required for a building permit from Gilmer County.

The construction deposit may be used to make corrections for unauthorized work, to ensure compliance with plans approved by the ARB, clean-up of site debris, or to repair roads, trees or road shoulders damaged by the contractor. The deposit, or portions of it, will be released when the final inspection is complete.

E. Application for Landscape Installation - Form 4
Owner's Deposit: \$5,000

Each owner must submit an application for landscape installation. The deposit is to ensure that the proposed landscaping is installed as required. All landscaping should be installed within 6 months after the building construction is complete and at which time the deposit will be returned. If the new landscaping is not installed by the time allotted, the deposit will be forfeited.

F. Final Inspection and Owner Occupancy - Form 5

The culmination of this major planning and construction effort will be when the owner takes occupancy of the new home.

If a property owner insists upon occupancy after a temporary certificate of occupancy is received from Gilmer County but prior to completion of construction, then a \$3000 deposit is required for the owner to guarantee completion of the project as approved. This will be refundable upon satisfying the Architectural Review Board's requirements.

G. Application to Make Construction or Design Change - Form 6

Subsequent to approval of the Construction Review Documentation by the ARB, there may be cases where changes are desired or required to be made to the structures or site. In these cases, a new Design Review must be undertaken and approved by the ARB.

In addition, future improvements after initial construction is complete including building additions, outbuildings, landscape elements, and any alterations to the exterior, will require design review by the Architectural Review Board. Such plans should be discussed with the Architectural Review Board at the earliest convenience. When submitting for review of proposed design changes or improvements, presentations must include but not be limited to the following:

1. **Letter of Intent.** The owner should inform the Architectural Review Board as to the intent and purpose of the proposed design change or improvements.
2. **Color Samples.** Samples are most important when applying for improvement approval because of the necessity of matching existing materials.
3. **Site Plan.** A plan with dimensions of the property must be submitted showing the location of the proposed changes or improvements.
4. **Drawings.** Sufficient plans and elevations shall be submitted to adequately define and explain the changes or improvement.

After reviewing the project, the Architectural Review Board will either suggest changes or grant final approval. As with new construction, the construction deposit must accompany the completed Anderson Creek Retreat Form 3 -Construction Application and four (4) sets of the construction documents to be stamped before obtaining an Anderson Creek Retreat construction permit.

V. Enforcement of Design Guidelines

The design guidelines contained in this document are subject to enforcement by the Architectural Review Board. According to the Declaration of Covenants, "Article VII, Architectural Review," the Board has the right to enforce, by any proceeding at or in equity, all guidelines contained in this document". In particular, enforcement provisions are contained in Article X, Section 3 of the Covenants. Property owners are encouraged to review the Covenants for Anderson Creek Retreat prior to beginning the design process.

VI. Construction Phase - Contractor Requirements

In order to protect the natural beauty of Anderson Creek Retreat as much as possible during construction, the following regulations apply to all contractors and their employees as well as service personnel while in Anderson Creek Retreat.

A. General Requirements

1. Contractors to be used must be approved by the Architectural Review Board prior to being awarded the contract. If the project is to be bid, the list of contractors that will be invited to bid should be approved in advance.
2. Contractors and the property owner should apply for permission to start construction using Form 4, (See section III.D of this document). Contractors must deposit \$3,000 at the time a building permit is issued, which is a refundable deposit. This deposit, or portions of it, may be used by the ACR management staff to repair damages to roads or shoulders, damage to trees caused by the contractor or to clean up a contractor's untidy site if the contractor fails to do so in a timely manner.(LL comment- should we include language regarding the forfeit of the deposit if the construction is not completed per ARB approval for materials and construction methods?) The permit allows 12 months to complete construction and may be renewed if necessary. Please note that it will be necessary to obtain an Anderson Creek Retreat permit before making application to Gilmer County. **All contractor personnel are required to sign the release and indemnity agreement.**
3. Contractor personnel are required to enter and leave through the **main entrance**. It will be open Monday through Friday, except on certain holidays (Thanksgiving, Christmas, and Independence Day). Actual construction work shall not start before 7:00 A.M. and must halt no later than 5:30 P.M. Special requests varying from this policy will be considered with 24 hours notice for special arrangements.
4. Contractors are required to keep their job sites as neat and clean as possible at all times. A dumpster and portable toilet are required on site, at the construction staging area and completely out of view from the road. The dumpster must be set up after the grading is complete and before the foundation is poured.

Trash and discarded materials will be removed daily. There will be no stockpiling of materials or trash on adjacent roads or property. Trash not removed in a timely fashion will be removed by Anderson Creek Retreat and billed to the responsible contractor or subcontractor.

5. Contractors will use only the utilities provided on the immediate site on which they are working.
6. All roads in Anderson Creek Retreat are of gravel or clay construction and any damage to roads, drainage inlets, street lights, street signs, mailboxes, utilities, etc. will be repaired by Anderson Creek Retreat and such costs billed to the responsible contractor or subcontractor.
7. The established speed limit within Anderson Creek Retreat is 15 miles per hour for construction vehicles, including light trucks and autos.
8. There will be no washing of any truck on the roads or common property. Any concrete truck washed out must be on the construction site and promptly removed by the contractor.
9. Operators of vehicles are required to see that they do not spill any damaging materials while within Anderson Creek Retreat; and if spillage of a load occurs, operators are responsible for cleaning up. Cleanups done by Anderson Creek Retreat personnel will be billed to the responsible party. Please report any spills as soon as possible.
10. All personnel working on the property are to insure that they will keep all areas in which they work or travel free of discarded materials such as lunch bags, wrappers, and beverage containers. Objects should not be thrown out of cars and trucks.
11. No radios, stereos or loud noise will be allowed within the property.
12. No vehicles (trucks, cars, vans, etc.) may be left on the property overnight. Construction equipment may be left on the site while needed, but may not be kept on the roads or adjacent property.

13. No hunting or fishing will be permitted by construction personnel, nor will any dogs or other pets owned by construction personnel be allowed on Anderson Creek Retreat.
14. Only bona fide workers are allowed in Anderson Creek Retreat. Spouses may drive workers to construction sites and pick them up, but must not remain on the property unless they are actual employees of the contractor or subcontractor. No children under 18 will be permitted in Anderson Creek Retreat unless they are bona fide workers.
15. Contractors shall install portable toilet facilities discreetly positioned out of view from the road and adjacent property.
16. Construction personnel shall wear shoes and shirts when off the construction site. Personnel vehicles used by workmen shall be parked out of view to the greatest extent possible.
17. The contractor shall protect important trees and existing vegetation by fencing when directed by the designers or the Architectural Review Board.
18. Permits will be required for construction of a well and the installation of a septic tank and leaching field. These elements will be located on the site design drawings and must be approved by Gilmer County before the permit is issued. The forms necessary to apply for these permits can be found in the Planning and Zoning Department section of the Gilmer County website www.gilmercounty-ga.org . Special coordination will also be required by the contractor for telephone system activation, security system hook-up, and electrical power hook-up to the meter and panel.
19. Existing Utilities: Contractor shall locate existing underground utilities by careful hand excavation. If utilities are to remain in place, contractor shall protect from damage during construction operations. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, contractor shall consult the landscape architect immediately for directions as to procedure. Contractor shall cooperate with owner and utility companies in keeping respective services and facilities in operation. Contractor shall repair damaged utilities to satisfaction of utility owner.

20. Backfilling Prior to Approval: Contractor shall not allow or cause any of the work performed or installed to be covered up or enclosed by work of this Section prior to all required inspections and tests.

Should any of the work be so enclosed or covered up before it has been tested, the contractor shall uncover all such work at no additional cost to the owner.

After the work has been completely tested and inspected, the contractor shall make all repairs and replacements necessary to restore the work to the condition in which it was found at the time of uncovering - all at no additional cost to the owner.

B. Tree Protection During Construction

A tree is moderately damaged if it loses more than 20% of its root system and severely damaged if it loses more than 40%. Therefore, the following procedures will be used to help assure healthy trees at Anderson Creek Retreat. This procedure applies to all construction work which exists within the drip line of any tree not marked to be removed. Clearing is limited to 40 feet beyond the house foundation.

1. The architect's or landscape architect's plans will carefully designate which trees are to be removed. All other trees will be saved. No tree will be removed or damaged that is not shown to be removed. Should the stakeout or future work reveal that a tree will be damaged or is impractical to save; the Architectural Review Board (ARB) will be notified to render a decision.
2. All trees to be removed will be flagged and approved prior to clearing, grubbing, and tree removal.
3. No root rakes will be used for clearing under the dripline of any tree that is not marked to be removed except with special permission of the ARB.
4. All utilities shall be located in one ditch or immediately adjacent to each other where possible, and preferably dug in open areas. Ditching dug within the dripline of trees shall be staked and approved by the ARB prior to digging. This includes, but is not limited to, septic tank lines, water lines, phone work, TV cable hook-up, irrigation lines, etc.
5. Grading, including cut and fill beneath the dripline of trees, will be adjusted on the site to protect the tree roots from damage. This includes damage by grading or smothering by fill. Grading will be staked and adjusted by the landscape architect or architect to fit the tree roots. Barricades will be placed around trees that are to be saved within the construction area.
6. Packing or running heavy equipment beneath dripline of trees is to be minimized.
7. Storage of materials for construction shall be located so as to protect trees and approval for storage areas should be cleared with the architect, landscape architect, or ARB.

8. In extreme dry weather, trees that have had roots damaged shall be watered with 1" of water weekly.
9. In cases where the landscape architect is not hired, the architect must be responsible to see that the above work procedures are followed and the protection of trees is maximized.
10. Clearing of views and vistas must be done in such a way as to protect the neighbor on each side as well as views back across open water or fields. Such clearing must be approved by the ARB prior to being done. This applies to brush clearing, tree limbing up or thinning, and any removal of trees or bushes over 7" in diameter two feet above the ground.

C. Erosion Control

1. To prevent erosion and silting of creeks, contractors and homeowners must install silt fence around the perimeter of the construction site before ground is broken. All disturbed ground must be grassed and mulched immediately.
2. Driveways must be ditched as required. Silt fence, erosion fabric and check dams must be constructed immediately after construction. Grass, fertilizer and mulch must be spread immediately.

VII. Future Improvements

There will no doubt be numerous future improvements to the site that will be intended to add beauty and enrichment to the home. It is anticipated that additional plant materials will continue to be used to contribute to the total master plan concept. The natural beauty of Anderson Creek Retreat should continue to be emphasized. Details for making construction or design changes, including future improvements is addressed here and in section III.G.

Form 7 – Application to Make Construction or Design Change, and, in some cases, Form 4 – Application for Construction, will be required to be submitted to the Architectural Review Board for prior approval.

A. Application to Make Construction or Design Change

Future improvements including additions, outbuildings, landscape elements, and any alterations to the exterior, will require design review by the Architectural Review Board. Such plans should be discussed with the Architectural Review Board at the earliest convenience. When submitting for review of proposed improvements, presentations must include but not be limited to the following:

1. **Letter of Intent.** The owner should inform the Architectural Review Board as to the intent and purpose of the proposed improvements.
2. **Color Samples.** Samples are most important when applying for improvement approval because of the necessity of matching existing materials.
3. **Site Plan.** A plan with dimensions of the property must be submitted showing the location of the proposed improvements.
4. **Drawings.** Sufficient plans and elevations shall be submitted to adequately define and explain the improvement.

After reviewing the project, the Architectural Review Board will either suggest changes or grant final approval. As with new construction, the construction deposit must accompany the completed Anderson Creek Retreat Form 4 -Construction Application and four (4) sets of the construction documents to be stamped before obtaining an Anderson Creek Retreat construction permit.

**VIII. Forms for Submittals, Reviews and
Inspection**

ANDERSON CREEK RETREAT

FORM 1 – APPLICATION FOR PREIMINARY DESIGN AND CONCEPTUAL REVIEW

Please include three (3) sets of drawings, samples and/or descriptions, and colors of all exterior materials proposed.

Date Prepared: _____

Date Received: _____

Owner: _____

Section: _____

Lot: _____

Signed: _____

Design
Professional

Review Fee of \$600.00 included []

Payable to : Anderson Creek Retreat POA

FOR USE BY ARCHITECTURAL REVIEW BOARD

Pre-Design and Conceptual Review Approved []

Date: _____

Comments:

Signed: _____
Architectural Review Board Chairman

ANDERSON CREEK RETREAT

FORM 2 – APPLICATION FOR CONSTRUCTION DOCUMENTS REVIEW

Please include four (3) sets of drawings, samples and/or descriptions, and colors of all exterior materials proposed.

Date Prepared: _____ Date Received: _____

Owner: _____
Section: _____ Lot: _____

Signed: _____ (Seal)
Design Professional

Review Fee of \$800.00 []
Payable to Anderson Creek Retreat POA

FOR USE BY ARCHITECTURAL REVIEW BOARD

Construction Documents Approved [] Date: _____

Comments:

Signed: _____
Architectural Review Board Chairman

ANDERSON CREEK RETREAT

FORM 3 – APPLICATION FOR ANDERSON CREEK RETREAT CONSTRUCTION PERMIT

Please include four (4) sets of drawings.

Date Prepared: _____ Date Received: _____

Owner: _____

Section: _____

Lot: _____

CONTRACTOR: (Name, Address, Telephone and License Number)

Construction Deposit of \$3,000.00 payable
to: Anderson Creek Retreat POA

AGREEMENT:

I hereby agree that I have read the Anderson Creek Retreat Architectural Design Guidelines and will fulfill the construction contract in accordance with the final approved Construction Documents. I will not make any changes without prior approval by the Architectural Review Board, as such changes may result in the forfeiture of all or part of the deposit.

Signed: _____
Contract
or

Date: _____

I understand that this deposit may be used to make corrections for unauthorized work, to clean up site clutter, or repair streets, trees or road shoulders damaged by my personnel and that all or part of the deposit may be forfeited if changes are made without Architectural Review Board approval.

Owner

Representative
of
Architectural

Approved: _____

Date: _____ Date: _

ANDERSON CREEK RETREAT

FORM 4 – APPLICATION FOR LANDSCAPE INSTALLATION

Date Prepared: _____ Date Received: _____

Owner: _____
Section: _____ Lot: _____

LANDSCAPE CONTRACTOR: (Name, Address, Telephone and License Number)

Owner's Deposit of \$5,000.00 included [] Deposit Returned []

Payable to Anderson Creek Retreat POA

AGREEMENT:

I hereby agree that I have read the Anderson Creek Retreat Design Guidelines and will fulfill the Landscape Installation contract in accordance with the final approved Landscape Design Documents. I will not make any changes without prior approval by the Architectural Review Board. I understand that all landscaping should be installed within 6 months after construction is complete and at which time the deposit will be returned. If the new landscaping is not installed by the time allotted, the deposit will be forfeited.

Signed: _____ **Date:** _____
Landscape Contractor

I understand that my deposit may be used to make corrections for unauthorized work, to clean up site clutter, or repair streets, trees or road shoulders damaged by my personnel, and that if the new landscaping is not installed by the time allotted, the entire deposit will be forfeited.

Signed: _____ **Date:** _____
Owner

Approved: _____ **Date:** _____
Representative of
Architectural

ANDERSON CREEK RETREAT

FORM 5 – APPLICATION FOR FINAL INSPECTION

Date Prepared: _____ Date Received: _____

Owner: _____
Section: _____ Lot: _____

Requested Date for Inspection: _____

I certify that construction has been completed and that all work done conforms to state, county and local codes, and meets Anderson Creek Retreat standards as approved.

Signed: _____ Date: _____
Contract
or

Construction Deposit Returned []

Comments:

Signed: _____ Date: _____
Chairman of Architectural Review
Board

ANDERSON CREEK RETREAT

FORM 6 – APPLICATION TO MAKE CONSTRUCTION OR DESIGN CHANGE

Date Prepared: _____

Date Received: _____

Owner: _____

Section: _____

Lot: _____

Architect: _____

PROPOSED CHANGE: (Attach sketches, construction documents, samples, etc if necessary)

REASON FOR CHANGE:

Signed: _____

Signed: _____

Contractor
Professional

Design

FOR USE BY ARCHITECTURAL REVIEW BOARD

Requested Change Approved []

Date: _____

Comments:

Signed: _____

Chairman of Architectural Review Board

IX. Appendix

Appendix 1 - Tree Protection Specification

In order to ensure that existing trees are not damaged, contractors are required to take precautions and provide necessary bracing and shoring to guard against movement or settlement of existing improvements or new construction. Contractor is entirely responsible for strength and adequacy of bracing and shoring and for safety and support of construction and for damage or injury caused by the lack thereof or by movement or settlement.

Contractor shall protect existing trees and other vegetation against unnecessary cutting, breaking or skinning of roots, skinning and bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip line, excess foot or vehicular traffic or parking of vehicles within drip line. Contractor shall provide temporary guards to protect trees and vegetation to be left standing.

Contractor shall water trees and other vegetation to remain within the limits of the contract work as required to maintain their health during the course of construction operations.

Contractor shall provide protection for roots over 1-1/2" diameter cut during construction operations. Contractor shall coat the cut faces with emulsified asphalt or other acceptable coating formulated for use on damaged plant tissues. Temporarily cover exposed roots with wet burlap to prevent roots from drying out; cover with earth as soon as possible.

Contractor shall repair trees and vegetation which are damaged by construction operations in a manner acceptable to the landscape architect. Contractor shall employ qualified tree surgeon to repair damages to trees and shrubs.

Tree Penalty: All trees to be saved shall be maintained in an undamaged condition. Damage shall be defined as the act of scarring, nailing, cutting, breaking limbs, etc. of any tree or its root system in such a manner as may cause the tree to be permanently damaged. Accidental damage due to dead trees falling, equipment breakdown or any act on the part of the operator which appears to the landscape architect as unavoidable, would not warrant a penalty. However, the Contractor will be liable for consistently damaging trees by accidental damage. Damage due to improper location of utility trenches or ditches will not be considered accidental. The Contractor shall be responsible for damage on the part of the operator or operators, whether by method or excavation, use of improper equipment, incompetence of the operator or failure to properly inform the operator as determined by the landscape architect.

All trees on the site shall be saved except those marked specifically to be removed on the plans and those marked specifically on the site by the landscape architect to be removed. No tree, either those marked for removal on the site or any other tree, may be removed from the site prior to the landscape architect's inspection. Penalties for damage to or removal of any tree not specifically approved by the landscape architect on the site will be as follows.

Small Flowering Evergreen Trees & Shrubs

<u>Height</u>	<u>Penalty</u>
6' - 8'	\$130.0
8' - 10'	150.0
10' - 12'	200.0
12' - 14'	250.0
14' - 16'	325.0
16' - 18'	475.0
18' and up - Follow large tree schedule of using caliper of trunk	

Large Trees

<u>Caliper</u>	<u>Height</u>	<u>Penalty</u>
1-1/2" - 2"	14'	\$ 35
2" - 2-1/2"	16'	\$150
2-1/2" - 3"	16'	\$182
3" - 3-1/2"	16'	\$212
3-1/2" - 4"	18'	\$250
4" - 4-1/2"	20'	\$295
4-1/2" - 5"	22'	\$370
5" - 6"	26'	\$475
6" - 7"		\$600
7" - 8"		\$750
8" - 11"		\$1,500
12" - 20"		\$2,000
21" and larger		\$2,500

Trees will be graded by the landscape architect as to species, condition, and site importance with the above figures acting as maximum penalties with the lowest assessment amounting to no less than one-half of the above penalty figures.

X. Appendix 2

Architectural Review Board Recommendations

1) Alternative Heating Sources:

To lower energy use and utility costs, the ARB recommends the use of a solar water heater or a tankless water heater to all homeowners who do not reside at Anderson Creek full time.

2) Exterior Lighting:

To reduce energy use, The ARB recommends fluorescent bulbs for exterior lighting where the lamp is not visible and the globe is not clear, but translucent or colored, to adjust the fluorescent light color to be more yellow.

3) The architect should meet with the Architectural Review Board before beginning Pre-Design and Conceptual process.

4) No corner boards should be used.

5) Shutters and Window Sills

a. Shutters will be custom fabricated of solid wood and operable. When closed, the shutters should cover the entire opening and have a similar pattern and detailing to the exterior doors. Off-the-shelf, pre-fabricated-type shutters are not recommended. Shutter hardware information to be submitted for approval.

b. Exterior window sills should be designed to have no skirt. The siding should run up to the bottom of the sill projection.

XI. Exhibit A Lot Location Map

XII. Exhibit B Stone Foundation Wall Detail

XIII. Exhibit C Window Detail

XIV. Exhibit D Exterior Light Fixture Options

