



## 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.

**DECLARATION**

**OF**

**COVENANTS, CONDITIONS,  
AND RESTRICTIONS**

**FOR**

**BEAVER BEND**

DECLARATION OF  
RESERVATIONS AND RESTRICTIONS

BEAVER BEND

WHEREAS, Beaver Bend, Inc. is the owner of Beaver Bend, residential subdivision to be developed in Land Lots 116 and 117, 11th District, 2nd Section, Gilmer County, Georgia, and

WHEREAS, for the benefit and protection of the future and present owners of said lots in said subdivision and for the establishment and maintenance of sound values for the lots in said subdivision, it is desired that certain restrictions and reservations be imposed on said lots in said subdivision and be made a matter of public record, and property conveyed in said subdivision subject to such restrictions and reservations.

NOW THEREFORE, for and in consideration of the premises, Beaver Bend, Inc. imposes upon the said Beaver Bend the following restrictions, reservations and conditions, all of which shall be deemed covenants running with the land:

1. This declaration shall be applicable to those certain lots within the Beaver Bend Subdivision located within the above Land Lots, District and Section of Gilmer County, Georgia, as depicted on plats of survey filed on record in said county bearing express reference subjecting same to the terms hereof, and effective as to the lots shown on all such plats as of the date of filing for record.
2. The lots shall be used for residential purposes only, and not more than one detached dwelling house may be erected on any one lot. No dwelling house shall consist of less than 900 square feet of finished, heated living space, exclusive of porches, carports, garages, patios, etc. Each house shall be built on a permanent foundation.
3. No mobile homes shall be located on any lot. The location of recreational vehicles on lots on a temporary basis shall be subject to regulation by the By-Laws of Beaver Bend Property Owners Association, Inc., as the same may be amended from time to time.
4. All dwelling units erected on lots or parcels of land restricted to residential purposes only shall be constructed in a good and workmanlike manner and shall be maintained at all times in a good state of repair. The exterior of all permanent dwelling units shall be established and maintained in an attractive manner in keeping with the natural beauty and attractiveness of the subdivision area. Upon commencement of the construction of any residential dwelling or accessory building, such construction shall be completed within 12 months from the commencement of such construction.
5. The establishment, maintenance and use of all lots or parcels of land within the subdivision with regard to the disposal of sewage and effluent shall be done in strict compliance with currently existing State and County Health regulations. In particular, no outside toilets shall be allowed on any lot in the subdivision, and no waste or effluent shall be permitted to enter any of the streams. Further, all sanitary arrangements must be inspected and approved by local or State Health Officers.

- 6. Each lot owner agrees to have the location of any well or septic tank first approved by the Gilmer County Health Department or any successor body of appropriate jurisdiction, prior to the construction of such facilities.
- 7. The erection of any permanent or temporary dwelling or appurtenant building thereto shall be placed at least thirty-five feet from the front and rear lines of the property, and at least ten feet from the sidelines of the property, and at least ten feet from the sidelines of any abutting property owner; provided however, if a building set back line is shown on a recorded plat, the line so shown on the plat shall prevail over this declaration.
- 8. No animals or fowl shall be kept or maintained on any lot or parcel of land except household pets, which pets must be confined to the owners lot or parcel of land unless such pet is on leash or under the direct supervision of said owner or his agent while in the subdivision area.
- 9. Beaver Bend, Inc., for itself, its successors and assigns, reserves easements for the installation and maintenance of all utilities and drains, parallel to and ten feet from all rear lot lines, and said Beaver Bend, Inc., for itself, its successors and assigns, reserves the right of ingress and egress to such areas for the purpose of maintaining, installing and operating any of the above-mentioned installations.
- 10. No noxious or offensive activity shall be carried on, on any lot or parcel of land, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood.
- 11. No lot or parcel of land shall be used or maintained as a dumping ground for rubbish or trash, garbage or other waste, including, but not limited to, junk vehicles of any sort and household waste; and said lots and parcels of land shall be kept clean and in a sanitary condition.
- 12. No advertising activity of any kind shall be allowed on any parcel of land or lot, except one sign of no more than four feet square advertising the lot or parcel of land for sale or lease by the owner thereof, or such owner's agent.
- 13. Property owners in Beaver Bend, by acceptance of a deed or entering into a contract for the purchase of property in said subdivision, covenant and agree to pay to Beaver Bend Property Owners Association, Inc., a Georgia non-profit corporation, annual membership dues and such special assessments that may hereafter be charged by said association in accordance with its Charter and By-Laws.

The annual membership dues shall be used by the association for the purpose of maintaining roads within the subdivision, and for such other purposes which may from time to time be authorized by the Board of Directors of the association.

In the event annual membership dues or special assessments are not paid when due, such amounts owed shall therefore bear interest at the rate of 10% per annum from the date of delinquency. Further, in the event it becomes necessary for the association to take any legal action to collect any delinquent payments, and any interest thereon, there shall be added to such payment amounts reasonable as attorney's fees and all court costs incident thereto. All membership dues and payments payable to the Beaver Bend Property Owners Association, Inc., together with any interest or legal fees or costs incident thereto, if any, shall be a charge on the land owned by each property owner, and shall be a continuing lien upon said property.

The lien of the annual membership dues and assessments provided for herein shall be subordinate to the lien of any first Deed to Secure Debt now or hereafter placed upon any lot and subject to said payments; provided, however, that such subordination shall apply only to the dues or assessments which have become due and payable prior to a sale or transfer of such property, pursuant to a foreclosure proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for the lien of any dues or assessments thereafter becoming due, and of any such subsequent dues or assessments.

14. These restrictions shall be considered as covenants running with the land, and shall be binding upon the purchaser of any lot or parcel of land in said subdivision, together with purchaser's heirs, assigns and successors.

15. Any invalidation of any of these covenants or restrictions shall in no way affect any of the provisions herein, and shall thereafter remain in full force and effect.

IN WITNESS WHEREOF, Beaver Bend, Inc. has executed this instrument by its authorized officer, on this 9th day of September, 1980.

BEAVER BEND, INC.

BY: Susan U. Hardy  
SECRETARY

Signed, sealed and delivered  
in the presence of:

Lucian M. Morris

Donna McClure (Seal)

Notary Public  
Notary Public, Georgia State at Large  
My Commission Expires November 28, 1983

GEORGIA, GILMER COUNTY  
Clerk's Office — Superior Court  
Filed for record this 11th day of  
September 1980 at 9:00 o'clock  
A.M. and Recorded in Book 98 Page 101  
this day of 19

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Clerk Superior Court

Filed for record 11th day of September, 1980 at 9:00 o'clock A.M.  
Recorded 11th day of September, 1980.

Wilbur Ralston, Clerk