

**DECLARATION**

**OF**

**COVENANTS, CONDITIONS,  
AND RESTRICTIONS**

**FOR**

**BEAVER FOREST**

676

STATE OF GEORGIA,

COUNTY OF GILMER,

See Book 329, Page 230

See Book 330, Page 39

DECLARATION OF  
RESTRICTIONS

BEAVER FOREST

WHEREAS, Beaver Forest, Inc. is the owner of Beaver Forest, residential subdivision to be developed in Land Lots 150, 175 and 186, 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 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.

NOW THEREFORE, for and in consideration of the premises, Beaver Forest, Inc. imposes upon the said Beaver Forest Subdivision the following restrictions 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 Forest 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 home 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 Forest 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 twelve months from the commencement of such construction.

The establishment, maintenance and use of all lots or parcels of land within the subdivision with regard to the disposal of sewerage 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

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 unless such pet is on leash or under the direct supervision of said owner or his agent while in the subdivision area.

9. Beaver Forest, Inc., for itself, its successors and assigns, reserve easements for the installation and maintenance of all utilities and drains, parallel to and ten feet from all rear lot lines, and said Beaver Forest, 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 installatic

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 square feet 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 Forest, by acceptance of a deed or entering into a contract for the purchase of property in said subdivision, covenant and agree to pay Beaver Forest Property Owners Association, Inc., a non-profit Georgia 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 and amenities 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 that 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 Beaver Forest 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, or 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 or 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 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 Forest, Inc. has executed this instrument by its authorized officer, on this 15<sup>th</sup> day of JUNE, 1981.

BEAVER FOREST, INC.

BY: Shirley Moody  
Secretary

signed, sealed and delivered  
in the presence of:

Quinn M. Harris

Donna McCaw  
Notary

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

GEORGIA, CHILMER COUNTY

Clerk's Office — Superior Court

Filed for record this 15<sup>th</sup> day of

June 1981 at 1:45 o'clock  
P. M. and Recorded in Book 103 Page 676

this 15<sup>th</sup> day of June 1981

Willard Ralston  
Clerk Superior Court