



## 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.

After recording please return to:  
Chatham & Rea,  
Attorneys at Law  
255 North Main Street  
Ellijay, GA 30540

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State of Georgia  
County of Gilmer

**AMENDED  
DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
EAST RIDGE**

THIS DECLARATION is made this \_\_\_\_ day of September, 2003, by A.S. Dover Properties, Inc., hereinafter referred to as "Developer". The Developer is the owner of certain real property in Land Lots 95 and 96 of the 6<sup>th</sup> District, 2nd Section, Gilmer County, Georgia, consisting of approximately 129.82 acres, referred to as "East Ridge", hereinafter referred to as the "Property".

The Developer proposes to subdivide the property into Lots for sale to the general public. By this Declaration, the Developer intends to establish certain covenants, conditions and restrictions (referred to collectively hereafter as the "Restrictions") on the lots for the benefit and protection of the future and present owners of the lots and for the establishment and maintenance of sound values for the lots. The restrictions herein are intended to run with the land, and to insure to the benefit of and be binding upon each interest so conveyed or reserved and all parties having or acquiring any right, title, interest or estate therein. The Restrictions herein are intended to be mutually enforceable by and upon all such parties as set out further herein.

As used in this Declaration, the term:

- (1) "Board of Directors" or "Board" means an executive and administrative body, by whatever name denominated, designated in the instrument as the governing body of the association.
- (2) "Common area" means all real and personal property submitted to the declaration which is owned or leased by the association for common use and enjoyment of the members.
- (3) "Common expenses" means all expenditures lawfully made or incurred by or on behalf of the association together with all funds lawfully assessed for the creation and maintenance of reserves pursuant to the provisions of the instrument.
- (4) "Court" means the Superior Court of the county where the development or any

part thereof is located.

- (5) "Declarant" means all owners and lessees of the property who execute the declaration or on whose behalf the declaration is executed; provided, however, that the phrase "owners and lessees," as used in this article, shall not include in his or her capacity as such any mortgagee, any lien holder, any person having an equitable interest under any contract for the sale or lease of a lot. From the time of the recordation of any amendment to the declaration expanding an expandable property owners' development, all persons who execute that amendment or on whose behalf that amendment is executed shall also come within the definition of "Declarant". Any successors-in-title of any owner or lessee referred to in this paragraph who comes to stand in the same relation to the property owners' development as his or her predecessor did shall also come within such definition of "Declarant". Any successors-in-title of any owner or lessee referred to in this paragraph who comes to stand in the same relation to the property owners' development as his or her predecessor did shall also come within such definition. The "Declarant" shall initially be the "Developer" until such time as the rights and responsibilities of the Declaration are transferred and assigned to the East Ridge Property Owners Association, Inc., as further set out herein.
- (6) "Declaration" means the recordable instrument creating covenants upon property which covenants are administered by a property owners' association in which membership is mandatory for all owners of lots in the property owners' development;
- (7) "Developer" means the person or persons who currently own the Property as set out above and have developed the same;
- (8) "Foreclosure" means, without limitation, the judicial foreclosure of a mortgage and the exercise of a power of sale contained in any mortgage;
- (9) "Limited common areas" means a portion of the common area reserved for the exclusive use of those entitled to occupy one or more, but less than all, of the lots.
- (10) "Lot" means any plot or parcel of land, other than a common area, designated for separate ownership and occupancy shown on a recorded subdivision plat for a development. Where the context indicates or requires, the term lot includes any structure on the lot;
- (11) "Lot Owner" means one or more persons who are record title owners of a lot;
- (12) "Mortgage" means a mortgage, deed to secure debt, deed of trust, or other instrument conveying a lien upon or security title to property;
- (13) "Mortgagee" means the holder of a mortgage;
- (14) "Officer" means an officer of the association;
- (15) "Person" means a natural person, corporation, partnership, association, trust, other entity, or any combination thereof;
- (16) "Property" means the real property that is the subject matter of this Declaration, as set out above, and any interest in the Property, including, without limitation, parcels of air space;

- (17) "Property Owners' Association" or "Association" means a corporation formed for the purpose of exercising the powers of the property owners' association created pursuant to this article;
- (18) "Property Owners' Association Instrument" or "Instrument" means the declaration, plats and plans recorded pursuant to this article. Any exhibit, schedule, or certification accompanying an instrument and recorded simultaneously therewith shall be deemed an integral part of that instrument. Any amendment or certification of any instrument shall, from the time of the recordation of such amendment or certification, be deemed and integral part of the affected instrument so long as such amendment or certification was made in accordance with this article;
- (19) "Property Owners' Development" or "Development" means real property containing both lots and common area located within Georgia and subject to a declaration and submitted to this article.

1.

This Declaration shall be applicable to the title record owners, hereafter referred to as the "Lot Owners" of the subdivided lots (the "Lots") which appear on a Final Plat of East Ridge denominated with a lot number on said plat which is filed of record in the Office of Superior Court of Gilmer County, recorded in Plat Book 38, Page 246-252, Gilmer County, Georgia Records. Nothing herein shall be construed as an obligation on the part of Developer to subject other phases or lots in the subdivision to this Declaration.

2.

The Lots subject to this Declaration shall be used for residential purpose only; no commercial activity shall be conducted. No more than one dwelling shall be placed on a Lot; and no Lot shall be further subdivided or used to access any property outside of the lots within East Ridge.

3.

For all Residential Dwellings the following requirements shall apply:

- a. All houses will have a minimum of 1100 square feet of living space exclusive of basements, porches, decks, garages or carports;
- b. Each dwelling shall be built on a permanent foundation;
- c. Construction of the entire dwelling shall be completed within twelve months of commencement;
- d. With the exception of foundations, no building shall be constructed of concrete block;
- e. All homes shall be constructed of log, log siding, natural wood or natural wood shingles;
- f. All roofs shall have customary pitch;
- g. All roofs shall be covered with architectural shingles or metal;
- h. Rock, stucco or other decorative material shall cover all exterior concrete block or poured concrete;
- i. All yards shall be kept in a clean and attractive fashion;



paper, cardboard and other materials.

8.

No animals or fowl shall be kept on any Lot except ordinary household pets, which must be confined to the Lot unless such pet is on a leash under the direct supervision of said Lot owner or his agent.

9.

No fences constructed of chain link, wire, wire mesh, metal or other similar materials or likeness shall be erected. All fences must be made of wood or modern materials (i.e. Plastic). All fences will be painted and maintained in a neat appearance.

10.

No mass removal of trees will be allowed unless such is necessary for construction, or to prevent a hazard. Furthermore, no large trees shall be removed from the property except in connection with the reasonable requirements of construction and landscaping, or where such trees are dead, damaged or present a hazard as determined by a certified home casualty insurance agent or a certified tree inspector. For purposes of this section no Lot Owner shall remove any tree greater than ten (10) inches in diameter except for the provisions as set out above.

11.

Developer for itself, and its successors and assigns, reserves easements for the installation and maintenance of all utilities and any necessary drainage along a strip of land twelve and one-half (12 ½) feet in width contiguous to all Lot lines and subdivision boundaries. Developer for itself, and 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 utilities and drainage appurtenances. The rights associated with these reserved easements are hereby conveyed and extended to the applicable utility companies and to Gilmer County, as they may be needed in the course of time. All utility wires and cables shall be installed underground.

12.

No noxious activity shall be conducted on any Lot or parcel of land, nor shall anything be done thereon which shall become an annoyance or nuisance to the neighborhood, including but not limited to loud music or vehicle engines.

13.

No non-operable vehicles shall be left on any lot at any time.

14.

The Developer shall have the authority to review any and all plans for the installation or construction of improvements upon any Lot. No Lot owner shall engage in such installation or construction (including exterior additions or alterations) without the prior written approval of the Developer provided however, that any application upon which a decision is not made by the Developer within thirty (30) days of application shall be deemed approved. The Developer shall have the authority to reject any plan that does not, in the reasonable discretion of the Developer represents standards appropriate for the subdivision. The Developer may likewise reject any plan if the Developer reasonably finds that such plan would create aesthetic values that would

adversely impact the monetary or common aesthetic value of the other Lots.

All the provisions above shall insure to the benefit of and shall be enforceable by the Declarant through the East Ridge Property Owners Association, Inc. as further set out herein.

15.

This Declaration shall inure to the benefit of and shall be enforceable by the Declarant, so long as it is a Lot Owner, and each Lot Owner in the subdivision thereafter through the East Ridge Property Owners Association, Inc. as set out herein. Additionally, said Declaration shall inure to the benefit of and shall be enforceable by the subsequent successor in authority of the Developer. The Declaration shall be enforceable by the Lot Owners in accordance with Section 19 below through the East Ridge Property Owners Association, Inc. In the event of a violation or breach of any restriction contained in this Declaration the party entitled to enforce the same shall give written notice by certified mail to the breaching Lot Owner setting forth in reasonable detail the nature of such violation or breach and the specific action or actions needed to be taken to remedy such violation or breach. If the Lot Owner should fail to take reasonable steps to remedy such violation or breach within thirty (30) days after the mailing of said written notice, then the party seeking enforcement of the same shall have the Right of Abatement. The Right of Abatement means the right of the enforcing party through its agents and employees, to enter at all reasonable times upon any lot or structure thereon, as to which a violation, breach or other condition to be remedied exists, and to take the actions specified in the notice to the Lot Owner to abate, extinguish, remove, or repair such violation, breach or other condition which may exist thereon contrary to the provisions hereof, without being deemed to have committed a trespass or wrongful act solely by reason of such entry and such actions, provided such entry and such actions are carried out in accordance with the provisions of this article, and with the cost thereof including the costs of collection including reasonable attorneys' fees. Nothing herein shall be deemed to affect or limit the rights of Developer, Declarant, or any Owner to enforce the terms and provisions hereof by appropriate judicial proceedings in the form of injunctive relief or otherwise. Should such abatement necessitate court action, the breaching Lot Owner shall pay all legal costs, fees and damages to the Lot Owners if found at fault or in breach of this Declaration.

16.

Property owners in East Ridge by acceptance of a deed or entering into the purchase of property in said Development, covenant and agree to pay to the Developer or the subsequent successor in authority the East Ridge Property Owners Association, Inc., an annual membership due of \$240.00 per year, which is \$20.00 per month, on improved lots, and \$100.00 per year, \$8.33 per month on unimproved lots, and such special assessments that may hereafter be charged by said association in accordance with the Charter and By-Laws of the Developer of the Property Owners Association. Said amount may be increased each year as determined by the Developer or the Property Owners Association and may not be increased more than ten (10%) per year. Nothing herein shall limit the right of the Developer or the Property Owners Association from assessing each Lot Owner an additional proportional amount to pay for the cost of any and all maintenance obligations of the Developer or Property Owners Association as further set out herein.

Said assessments shall be assessed against each lots owner(s) equally on an annual basis.

The Board of Directors reserves the right to bill said assessments on annual basis or monthly as determined by the Board.

Any Lot sold subsequent to the last assessment date as set out above, shall be billed on a pro rata share for the remaining portion of the twelve month period.

Said assessments shall be due and payable by the Lot Owners to the Developer or the subsequent Property Owners Association or in such other manner as the Developer or Association shall designate.

The Developer shall be exempt from the payment of any and all dues and assessments as set out herein.

17.

The annual membership dues as further set out above shall be used by the Developer or the Property Owners 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 Developer or the Board of Directors of the Property Owner's Association.

18.

In the event that said annual membership dues or special assessments are not paid when due, then in that event, such amounts owed shall bear interest at the rate of ten percent (10%) per year from the date of delinquency.

Further, in the event it becomes necessary to take any legal action to collect any delinquent payments, and any interest thereon, then in that event, there shall be added to such amount reasonable attorneys' fees and all court costs incident thereto.

All membership dues and payments payable to East Ridge together with any interest or legal fees or court costs incident thereto, if any, shall be a charge upon the land owned by each Lot Owner(s), and shall be a continuing lien upon said property.

The lien of the annual membership dues and assessments shall be subordinate to the lien of any First Deed to Secure Debt now or hereafter placed upon any lot so long as the same has been lawfully recorded in the Deed Records of the Gilmer County Courthouse and said recordation is prior in time to the recordation of the lien of annual membership dues of East Ridge.

In the event of a Foreclosure of the Property, then in that event, the lien shall be extinguished so long as the First Deed to Secure Deed was recorded as set out above and was prior in time to the recordation of the lien of annual membership dues of East Ridge

Such Foreclosure shall not relieve such Property from liability under the lien of any dues or assessments thereafter becoming due.

Such Foreclosure shall not relieve the Property Owner foreclosed upon from paying any and all dues and assessments due up to and prior to the date of Foreclosure as the same is a covenant to pay money on the part of each owner of each lot.

In the event that any Lot Owner(s) shall be delinquent in paying the annual membership dues or assessments of East Ridge provided for herein, then in that event, the Developer or the subsequent Property Owners Association shall not be limited in the remedies for which to collect said amount. All the remedies available under the terms of this Declaration of Covenants, Conditions and Restrictions may be used by the Developer or the Property Owners Association



in seeking to enforce the same, which include, but are limited to, filing a lien upon the Property, Foreclosing upon said Lien, filing a Complaint for Collection of Property Owners dues against the Owner of the delinquent lot seeking a personal money judgment against said Owner.

19.

All rights reserved under this Declaration to the Developer shall inure to the benefit of and be enforceable by the Developer, its heirs and assigns, solely and exclusively. When seventy-five percent (75%) of the Property has been sold by the Developer to Lot Owners, then in that event, the rights hereunder shall inure to the benefit of and be enforceable by a Property Owners Association as established by the Declarant. At the time when seventy-five percent (75%) of the Property has been sold by the Developer to Lot Owners, then the Developer shall only have such rights and enforceability as any other Declarant or Lot Owner as set out above.

When seventy-five percent (75%) of the Property has been sold by the Developer to Lot Owners, then at that time, the Developer shall transfer ownership of all easements, roadways and common areas to the Property Owners Association for their use and benefit. Said requirement shall require the Lot Owners to create a Property Owners Association duly incorporated under all the laws of the State of Georgia and registered with the Secretary of State of the State of Georgia.

When the Developer has sold seventy-five (75%) of the Lots to Lot Owners, the Developer shall still be exempt from dues and assessments as set out herein.

This provision shall supersede any and all other language to the contrary as set out above in this Declaration.

20.

**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 hereon are the responsibility of the Developer or individual Homeowners through the Subdivision's Homeowners Association.**

21.

Any invalidation of one or more of these covenants or restrictions shall in no way effect any of the remaining provisions herein, which shall thereafter remain in full force and effect.

22.

This Declaration may be amended at any time and from time to time by a document as described hereafter, which document shall be recorded in the Clerk's Office of Superior Court of Gilmer County and cross-referenced to this Declaration. Should an amendment be deemed necessary to the provisions of this Declaration, a ballot shall be prepared which asks a clear and concise question as to whether this Declaration shall be amended as stated thereon. Each response shall be by the legal owner(s) of record of lots within East Ridge, and shall be so stated upon each ballot. Each Lot Owner shall be entitled to one (1) vote. In the event that any Lot Owner owns more than one (1) Lot, then said Owner shall be entitled to vote one (1) vote for each Lot owned by the Lot Owner. Each signature shall be notarized and witnessed. Upon an affirmative or negative vote by the owners of two-thirds (2/3) majority, the amendment shall be considered legally binding upon proper recording. All Lot Owners shall be notified in writing by

certified mail of the results of any ballot which amends this declaration. All fees and costs associated with any such amendment shall be the sole responsibility of the Lot Owners that propose and present the amendment. The cost of an amendment creating effort shall create a monetary responsibility of all Lot Owners.

23.

The covenants, conditions, restrictions, and reservations of this Declaration, exclusive of all easements reserved by or on behalf of the Developer, Declarant and the Property Owners Association, shall run with and bind the land and the purchaser of any lot or parcel of land in said subdivision, together with the purchaser's heirs, assigns and successors, subject to this Declaration for an indefinite period from the time said Declaration has been recorded in the Clerk's Office of the Superior Court of Gilmer County, Georgia, pursuant to the terms of O.C.G.A. § 44-5-60, in that presently the Gilmer County Board of Commissioners has not enacted any zoning laws wherein the Property lies. In the event that the Gilmer County Board of Commissioners legally adopts a zoning law, then in that event, said Declaration shall extend for a period of twenty (20) years from the date said zoning laws are enacted. In the event that the Gilmer County Board of Commissioners enacts zoning laws and the subsequent twenty (20) year term begins to run, then in that event this Declaration shall be automatically extended for successive additional terms of twenty (20) years each unless terminated or otherwise amended by article 22 or a successor statute.

IN WITNESS WHEREOF, the undersigned does set hand and seal.

**A.S. Dover Properties, Inc.**

By: \_\_\_\_\_  
**Alan S. Dover**  
**President of A.S. Dover Properties Inc,**  
**Developer/Owner of East Ridge**

\_\_\_\_\_  
Witness

Sworn and Subscribed to me  
this \_\_\_\_\_ day of September, 2003.

\_\_\_\_\_  
Notary Public