



## 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.

STATE OF GEORGIA  
COUNTY OF FANNIN

11265

DECLARATION OF RESTRICTIONS

ROBERT H. WILSON 5/2  
929 ETHAN WILSON WAY  
MABLETOWN GA 30560  
CLERK'S OFFICE FANNIN COUNTY  
FILED FOR RECORD 11/12/02  
AT 1:23PM RECEIVED 11/13/02  
BOOK 474 PAGE 373-76  
*[Signature]*  
CLERK OF SUPERIOR COURT

The undersigned Owner/Developer of ETHANS' ACRES SUBDIVISION, being ROBERT A. WILSON, by his presence does hereby make, declare and impose upon referenced parts of described property the following conditions, restrictions and limitations which shall be and constitute running with the land and shall be binding under it, and each and all subsequent purchasers, their heirs, personal representatives, successors and assigns of said property or any part, parcel or portion thereof, described as follows:

*All that tract or parcel of land lying and being in Land Lots 210 and 211, 8th District, 1st Section, Fannin County, Georgia, containing a total of 14.297 acres on a plat survey by Land Tech Services, dated October 11, 2002 and recorded in Plat Book C-35 page 1 Fannin County records, which description on said plat is hereby incorporated by reference and made a part hereof.*

NOW THEREFORE, the Owner/ Developer hereby declares that all the above-described property is hereby subjected to this Declaration and shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to this Declaration, and to the covenants, restrictions, easements (sometimes referred to as the "covenants and restrictions") hereinafter set forth. Every grantee of any interest in any property now or hereafter made subject to this Declaration, by acceptance of a Deed or other conveyance, whether or not such deed or other conveyance shall be signed by such person and whether or not such person shall otherwise consent in writing, shall take subject to this Declaration and to the terms and conditions hereof and shall be deemed to have assented to said terms and conditions.

The purpose of the following restrictions and covenants is to ensure the full use of said realty by the Owners, to prevent the impairment of the attractiveness of said realty and to maintain the desired character and serenity of the community, and thereby to secure each present or future owner, the total benefit and enjoyment of their property

1. All lots or tracts shall be used for single family residential purposes only. Only one residence shall be erected on any one lot. No lot shall be subdivided into two or more lots.
2. No structure of a temporary nature shall be placed on any portion of the property, or shall be used as a residence at any time, for a period longer than ten days.  
EXCEPTIONS:
  - a. Contractors shelters are permitted during ongoing residential construction for a period not to exceed one year.
  - b. Travel trailers or motor homes may be placed on the lot for vacation purposes for up to four consecutive weeks per year for the first five years of ownership.
3. No trailers, mobile homes, motor homes, relocated older homes or any other similar structure shall be permitted on any lot at any time except as pertains to above (#2) exceptions.

CROSS REFERENCE 769  
DEED/GSD BOOK 824-828  
PAGE

CROSS REFERENCE 789  
DEED/GSD BOOK 798-515  
PAGE

371A

4. With the onset of construction of any residence, work must proceed diligently and must be completed on the outside within six (6) months from start and totally completed within twelve (12) months.
5. No building or any part thereof, including garages and porches shall be erected on any lot closer than twenty (20) feet to the line bordering any subdivision road, or closer than twenty (20) feet to either side lot line. Where two or more lots are acquired as a single building site, the lot lines shall refer only to the lot lines bordering the adjoining property owners.
6. All residences constructed on any lot shall not have less than 800 square feet of heated space on the main floor, exclusive of any carport, garage, basement, patio and open porch.
7. Exterior finishes of all buildings shall be of permanent natural type such as wood siding, log house, stone and other architecturally compatible dwelling types. Vinyl siding is permitted. Concrete and concrete block are permitted only if stuccoed. Metal siding is not permitted. Exterior finish on the siding shall be of material and color that blends with the surroundings.
8. All structures must be underpinned. All foundations and underpinning shall be finished with paint, brick, stucco, stone or other suitable finish. The exterior of all dwellings and outbuildings shall be enclosed, and all outbuildings shall have finish made of natural or compatible material. It is the intent and purpose of these restrictions to insure that all dwellings shall be of "quality" workmanship, materials and appearance.
9. The grounds of each lot (whether vacant or occupied) shall be kept in a neat and attractive condition. No lot shall be used in whole or in part for any illegal activity or for the storage of rubbish of any kind whatsoever or the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any lot that will emit foul or obnoxious odors or that will cause noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property. No junk or unused vehicles shall be openly stored or displayed on said property. Any vehicle not having a current license plate shall be deemed a junk or unused vehicle.
10. No part of the said property shall be used as a garbage or trash dump.
11. All new utility lines (including electrical, telephone, and cable TV lines) after the recording of this document, shall be placed underground.
12. All owners shall allow extensions of utility easements as necessary for water, sewage, electricity and telephone to adjacent lots, provided all disturbed grounds are restored to original condition. All lots subject to subdivision easements.
13. There are hereby reserved for the purpose of installing and maintaining municipal and public utility facilities and for such purposes incidental to the development of the property, easements along the subdivision roads and lot lines. All claims for damages, if any, arising out of construction, maintenance and repair of utilities or on account of temporary or other inconveniences caused thereby against or any of his agents or servants are hereby waived by the lot owners.
14. No signs of any type shall be displayed to public view on any portion of said property except one sign advertising the property for sale, or a temporary builder sign. Said signs shall not be larger than 36" x 36". An exception shall be that the Owner/Developer of subdivision shall be allowed larger "For Sale" signs for the initial sale of the properties. All signs shall be professionally lettered and neatly installed.

- 15. No lot shall be used for commercial activity or business.  
EXCEPTION: "in-home" businesses are permitted only if there is no external evidence, whether by sight or sound, beyond one small unlit sign (maximum 20" x 8").
- 16. It is understood by acceptance of the warranty deed the grantee(s)/lot owner(s) have been made aware of their obligations for road maintenance and hereby acknowledges shared responsibility for maintenance of the roads serving the property described above. It is understood the responsibility of the road shall be divided equally between the owners of the lots in the above described subdivision/development.
- 17. It is explicitly understood by the lot owners that damage to the subdivision roads caused directly by ongoing construction of a particular owner shall be the responsibility of said owner to repair. Any damage caused to the subdivision roads by the irresponsible use of said roads by a particular owner or guest thereof at any time shall be repaired by that owner expediently.
- 18. An easement is declared and hereby exists on the well located on the property line between lot #2 (two) and north out-parcel which grants exclusive ownership and use of said well to out-parcel owner/owners..
- 19. No lots shall be used to raise or keep commercial livestock. No animals, birds, or fowl shall be kept or maintained on any part of the property, except ordinary household pets (e.g. dogs, cats, pet birds) which may be kept in reasonable numbers as pets for the pleasure and use of the lot owners. Annoying pets are not permitted under any circumstances (e.g. dogs running loose, excessive barking).
- 20. The lot owners have the option of forming a homeowners association upon seventy-five per cent ( 75%) of the total subdivision lots being sold by the Owner/ Developer.
- 21. These covenants and restrictions shall run with said land and shall be binding upon all portions and all persons claiming them for a period of twenty-five (25) years from recording at which time said covenants shall be automatically extended for a successive ten (10) years unless an instrument by a majority of the then recorded owners of the land agree to change said covenants in whole or in part is executed and recorded. These covenants may sooner be changed at such time as seventy-five percent (75%) or more of the lots have been sold and all of the then recorded owners agree to such change.
- 22. Enforcement of the covenants and restrictions contained herein and of any other provisions hereof shall be by any appropriate proceedings at law or in equity against any person or persons violating or attempting to violate said covenants and restrictions or provision , either to restrain violation, to enforce personal liability, or to recover damages, or by any appropriate proceeding at law or in equity against the land to enforce any lien or change arising by virtue thereof. The failure of Owner/Developer, or any lot owner to enforce any of said covenants and restrictions or other provisions shall in no event be deemed a waive of their right to do so hereafter.
- 23. It is explicitly understood by all lot owners that should any lot owner be found in violation of said restrictions by a Court order, said lot owner shall pay all costs and attorneys fees to party bringing action.
- 24. Whenever possible, each provision of this declaration shall be interpreted in such manner as to be effective and valid, but if any provision of this declaration or the application thereof to any person or property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provisions or the application of any provision which can be given effect without the invalid provision or application, and to this end, the provisions

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of this declaration are declared to be severable.

- 25. The performance of any act by a subdivision property holder or guest/guests thereof which endangers, disrupts, or impedes others within the subdivision or adjoining out-parcels is not permitted.
- 26. The Owner/Developer reserves the right to amend restrictions and/or covenants until such time as seventy-five (75%) of the total subdivision lots are sold.

IN WITNESS WHEREOF, said Owners have hereunto set their hands and seals this 12 day of November, 2002.

Signed, sealed and delivered

in the presence of:

Angie Fisher

Robert A. Wilson

Witness

ROBERT A. WILSON, Owner/Developer

Ea. Hunt  
Notary Public

Notary Seal 12, 2005



RETURN TO  
BRETT THOMPSON, CLERK  
146 RIVER ST  
ELLIJAY, GA 30541  
709-630-5297

Doc ID: 000463000008 Type: GLR  
Filed: 01/30/2007 at 09:00:00 AM  
Fee Amt: \$18.00 Page 1 of 8  
Fannin Co. Clerk of Superior Court  
DANA CHASTAIN Clerk of Courts  
BK 769 PG 824-828

A/R Recording Return To:  
Weissman, Nowack, Curry & Wilco, P.C.  
One Alliance Center, Fourth Floor  
3500 Lenox Road  
Atlanta, Georgia 30326  
Attn: Ashley Miller Lanier

Cross Reference:  
Deed Book 474, Page 373

STATE OF GEORGIA  
COUNTY OF FANNIN

**AMENDMENT TO THE DECLARATION OF RESTRICTIONS**

WHEREAS, on November 12, 2002 Robert A. Wilson ("Declarant" *itk/a* "Owner/Developer") recorded the Declaration of Restrictions for Ethan's Acres ("Declaration") in Deed Book 474, Page 373 of the Fannin County, Georgia land records; and

WHEREAS, Paragraph 26 of the Declaration provides that the Owner/Developer reserved the right to amend restrictions and/or covenants until such time as seventy-five (75) percent of the total subdivision lots are sold; and

WHEREAS, seventy-five (75%) percent of the total subdivision lots have not been sold, and therefore, the Owner/Developer retains the unilateral right to amend the Declaration.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1.

The Declaration is hereby amended by deleting the phrase "Owner/Developer" therefrom and replacing it with the phrase "Declarant."

2.

The Declaration shall be amended by deleting the phrase "Ethan's Acres" therefrom and replacing it thereto with the phrase "Galloway Creek Estates."

3.

The Declaration is hereby amended by submitting the following property currently owned by Robert A. Wilson and Frieda Wilson to the terms of the Declaration to constitute a "Lot" as defined herein:

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All that tract of land lying and being in the 8<sup>th</sup> District, 1<sup>st</sup> Section, Land Lot 210 in Fannin County, Georgia, being further described as 1.901 acres, more or less, as shown on the plat of survey prepared for Robert A. Wilson by James L. Alexander, G.R.L.S. No. 2653, dated October 10, 2002, recorded August 2, 2004 in Plat Hanger D-105, Page 1 in Fannin County Deed Records. Said plat of survey is incorporated herein for reference thereto for a more complete and accurate metes and bounds description of the above referenced property.

Being and intended to be the same property conveyed in the Survivorship Warranty Deed from Christian Royal Wilson to Robert A. Wilson and Frieda M. Wilson dated March 13, 2006, recorded on March 13, 2006 in Deed Book 704, Pages 825-827 in Fannin County Deed Records.

4.

Paragraph 16 of the Declaration shall be amended by adding the following to Paragraph 16, as follows:

Prior to the beginning of each fiscal year, the Board shall prepare a budget covering the estimated costs of operating Galloway Creek Estates during the coming year, and the Board shall establish the annual assessment or installments for the coming year for maintaining the entrance areas and roadways within Galloway Creek Estates and other property owned or maintained by the Association, if any. The Board shall cause the budget and notice of the assessment(s) to be delivered to each Member, as defined herein, at least thirty (30) days prior to the due date for such assessment, or the first installment thereof. All such assessments, together with charges, interest, costs, and reasonable attorneys' fees actually incurred (including post-judgment attorney fees, costs and expenses) shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each assessment is made. Such amounts shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. Each Owner and his or her grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance.

The obligation for payment of assessments shall not commence on any Lot owned by Declarant until such time as the Lot is transferred by Declarant to a third party owner. Builders who purchase Lots from Declarant for the purposes of constructing homes for resale without occupying the home shall also be exempt from this assessment obligation until the Lot is sold to a third party. Robert A. Wilson, as original Declarant, shall not be responsible for any assessments on Lots owned prior to the transfer of property in Galloway Creek Estates to J R Development 633, LLC. After said transfer, Robert A. Wilson shall only be subject to the assessment obligations set forth herein to the extent he reacquires title to any property within Galloway Creek Estates and/or to the extent that assessments are levied on the Lot submitted in amendment #3. The Outparcel

All that tract of land lying and being in the 8<sup>th</sup> District, 1<sup>st</sup> Section, Land Lot 210 in Fannin County, Georgia, being further described as 1.901 acres, more or less, as shown on the plat of survey prepared for Robert A. Wilson by James L. Alexander, G.R.L.S. No. 2653, dated October 10, 2002, recorded August 2, 2004 in Plat Haager D-105, Page 1 in Fannin County Deed Records. Said plat of survey is incorporated herein for reference thereto for a more complete and accurate metes and bounds description of the above referenced property.

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Paragraph 16 of the Declaration shall be amended by adding the following to Paragraph 16, as follows:

Prior to the beginning of each fiscal year, the Board shall prepare a budget covering the estimated costs of operating Galloway Creek Estates during the coming year, and the Board shall establish the annual assessment or installments for the coming year for maintaining the entrance areas and roadways within Galloway Creek Estates and other property owned or maintained by the Association, if any. The Board shall cause the budget and notice of the assessment(s) to be delivered to each Member, as defined herein, at least thirty (30) days prior to the due date for such assessment, or the first installment thereof. All such assessments, together with charges, interest, costs, and reasonable attorneys' fees actually incurred (including post-judgment attorney fees, costs and expenses) shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each assessment is made. Such amounts shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. Each Owner and his or her grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance.

The obligation for payment of assessments shall not commence on any Lot owned by Declarant until such time as the Lot is transferred by Declarant to a third party owner. Builders who purchase Lots from Declarant for the purposes of constructing homes for resale without occupying the home shall also be exempt from this assessment obligation until the Lot is sold to a third party. Robert A. Wilson, as original Declarant, shall not be responsible for any assessments on Lots owned prior to the transfer of property in Galloway Creek Estates to J R Development 633, LLC. After said transfer, Robert A. Wilson shall only be subject to the assessment obligations set forth herein to the extent he reacquires title to any property within Galloway Creek Estates and/or to the extent that assessments are levied on the Lot submitted in amendment #3. The Outparcel



(Lot) owned by Robert A. and Frieda Wilson and annexed to the Declaration in amendment #3 shall not be subject to development costs or special assessments levied by the Association until 75% of the Lots in Galloway Creek Estates are sold by Declarant; however, said Lot shall be subject to regular annual assessments levied by the Association after the remaining property within Galloway Creek Estates transfers from Robert A. Wilson to J R Development 633 LLC. J R Development 633, LLC waives any all rights to recoup development costs from Robert A. Wilson.

5.

**Paragraph 20 of the Declaration shall be amended by deleting that Paragraph in its entirety and replacing it thereto with the following:**

20. All owners ("Owners") of a lot submitted to the Declaration ("Lot"), by virtue of their ownership of a Lot in the Galloway Creek Estates are members ("Members") of the Galloway Creek Estates Homeowners Association, Inc., which is now or shall be hereinafter created by Declarant. This is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more persons, shall have more than one (1) membership per Lot owned. The Owner or collective owners of a Lot shall be entitled to one (1) equally weighted vote for such Lot. When more than one (1) person holds an ownership interest in any Lot, the vote for such Lot shall be exercised as those Owners determine among themselves, otherwise, the Lot's vote shall be suspended if more than one (1) person seeks to exercise it.

6.

**Paragraph 21 of the Declaration shall be amended by deleting that Paragraph in its entirety and replacing it thereto with the following:**

21. These covenants and restrictions shall run with said land and shall be binding upon all portions and all persons claiming them for a period of twenty (20) years from recording at which time said covenants shall be automatically extended for a successive ten (10) years unless an instrument by a majority of the then recorded owners of the land agree to change said covenants in whole or in part is executed and recorded. The covenants may sooner be changed in accordance with Paragraph 26 or with the approval of a majority of the Lot Owners.

7.

**Paragraph 26 of the Declaration shall be amended by deleting that Paragraph in its entirety and replacing it thereto with the following:**

26. The Declarant reserves the right to amend the terms of this Declaration without the vote of the Members until such time as 100% of the Lots are sold.

8.

The Declaration shall be amended by adding a new Paragraph 27 thereto as follows:

27. The Declarant shall refer to Robert A. Wilson, or any successor, successor-in-title, or assign who takes title to all of the remaining unsold property submitted to the Declaration for the purpose of development and/or sale. It is anticipated that J R Development 633, LLC will purchase all of Declarant's remaining property within Galloway Creek Estates in 2007. Any and all Declarant rights and/or obligations will transfer to J R Development 633, LLC, or any other successor title holder, simultaneously with the transfer of title to the property.

9.

The Declaration shall be amended by adding a new Paragraph 28 thereto as follows:

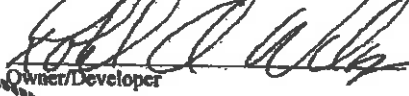
28. The Declarant shall have the unilateral right to annex additional property to the terms of this Declaration for a period of ten (10) years from the date the Declaration is recorded or until such time as all of the Lots within Galloway Creek Estates are sold, whichever occurs earlier.

IN WITNESS WHEREOF, the Declarant and the Owner of the additional property submitted herein hereby execute this amendment.

This 18<sup>th</sup> day of January, 2007.

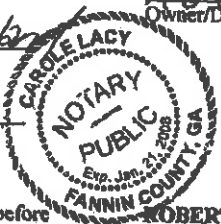
Sworn to and subscribed to before me this 18<sup>th</sup> day of January, 2007.

ROBERT A. WILSON, as Owners/Developer

  
Owner/Developer

Jennifer Noland  
Witness

Carole Lacy  
Notary Public



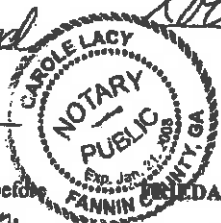
Sworn to and subscribed to before me this 18<sup>th</sup> day of January, 2007.

ROBERT A. WILSON, in his personal capacity



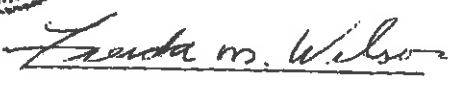
Jennifer Noland  
Witness

Carole Lacy  
Notary Public



Sworn to and subscribed to before me this 18<sup>th</sup> day of January, 2007.

FRIDA M. WILSON



Jennifer Noland  
Witness

Carole Lacy  
Notary Public

