



## 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.

**COVENANTS, RESTRICTIONS, RESERVATIONS, TERMS AND CONDITIONS  
GOVERNING**

**Hemlock Ridge Subdivision**

**STATE OF GEORGIA  
COUNTY OF UNION**

WHEREAS, the undersigned, **TREADSTONE DEVELOPMENT INC.** being the Owners and Developers of a certain tract of land hereinafter described, intends to develop said lands into a subdivision development known as "HEMLOCK RIDGE", and,

WHEREAS, the undersigned has or intends to subdivide said lands into lots or tracts for the purpose of selling the same, and,

WHEREAS, the undersigned desire that lots in said subdivision be subject to certain Covenants, Restrictions, Easements, Reservations, Terms and Conditions for the protection of both the present owners and their heirs and/or successors and assigns in interest;

(Further excepting from this conveyance and these restrictions any and all prior conveyances of any portion of the above described lands by the Owners, and Developers), reference to said plats and deeds being hereby made for greater certainty and incorporation herein, to which the following Covenants, Restrictions, Easements, Reservations, Terms, and Conditions shall apply;

AND THEREFORE, The undersigned Owners of Hemlock Ridge Subdivision, by these presence 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 property or any part, parcel or portion thereof, described as follows:

**OWNERS AND DEVELOPERS**

# Hemlock Ridge - Covenant

1. The term "Owners and Developers" as used herein shall be defined as the current owners of the real property described herein, being Treadstone Development, Inc. as well as their successors and/or assigns in interest, including, eventually, the Hemlock Ridge Property Owners Association, which shall be formed as contemplated herein, All easements, rights, duties, and obligations set out herein are freely alienable to the current owners' successors and/or assigns in interest.

## CONSTRUCTION ON LOTS

1. All Subdivision Lots are for single family residential purpose only. Only (1) residence may be erected on any Lot, provided however, the owner of any Lot may erect an attached garage, or a detached outbuilding, for use in connection with such residence, so long as such garage or outbuilding is constructed with using substantially the same construction materials as the residence, has the same exterior finish, and is architecturally compatible with such residence.
2. No Lot shall be further subdivided.
3. Each single level house shall have a minimum of Twelve hundred (1200) square feet of heated living space, excluding garage and basement.
4. Each multi-level house shall have a minimum of eight hundred (800) square feet of heated living space on the first floor; and no less than twelve hundred (1200) square feet total, excluding garage and basement.
5. The exterior siding of all residential structures is to be that of logs or wood siding to be stained a brownish tone.
6. All foundations used in the construction of any residence must be covered with either stone or stucco.
7. No building, or any part, including garages, porches, or other structures shall be erected within fifteen (15) feet of any property line, and there is to be a thirty (30) feet setback from the road on any Lot.
8. No barbwire or chain link fences may be constructed or maintained on any Lot. Decorative privacy fences may be installed on the back one third of any lot with the developer's approval.
9. All construction must be completed within six (6) months from the first start thereof. Port-a-Pots (or freestanding enclosed toilet) shall be installed on every Lot during construction. Shall not remain on a Lot for a period exceeding six(6) months, & shall be removed immediately upon completion of construction.

## PROHIBITED ACTIVITIES

1. No animals, birds, livestock, poultry, or fowl of any kind shall be raised, kept or bred on any tract. Ordinary household pets (e.g. dogs, cats, pet birds) which may be kept thereon in reasonable numbers as pets for the pleasure and used of the occupants, but not for commercial use or purpose.)
2. No Lot, dwelling or structure shall be used for any commercial activity or business which solicits the presence of the general public for the purpose of purchasing &/or selling goods or services. Private home offices shall not be considered violation of this restrictive covenant so long as the aforesaid criteria is maintained. Furthermore nothing herein contained shall prohibit the inviting of prospective buyers to any Lot or residence for the purpose of selling such Lot or residence
3. No mobile homes shall be placed temporarily or permanently upon any Lot or in the subdivision. No recreational vehicle parked within the boundaries of the subdivision shall be used as a residence at any time.
4. No junk, trash, rubbish or hazardous materials or waste, or anything which emits foul or obnoxious odors, shall be kept, stored, or buried upon any Lot. Nor shall anything which caused repetitive noise which disturbs the peace, quiet, comfort, or serenity of the occupants of the neighboring properties be allowed on any Lot.

5. No utility trailer, or non-operational motor vehicles & no household appliances, Shall be kept in a location in which can be viewed by Lot owners or front the subdivision roads. Garage sales, yard sales, moving sales, estate sales &/or other such sales, that solicit the presence of the public shall not be allowed.
6. No commercial signs may be posted on any Lot except :
  - a. Lot owner's or Real Estate Brokers signs of "for sale" or "for rent"
  - b. Signs placed by the developer for the identification, promotion, & sale of Lots within the subdivision, or homes.
  - c. Street name or traffic control signs placed by the developer
  - d. Such signs as may be required by legal proceedings
7. No owner shall be permitted to have outside lights that burn all night(no lights shall shine outside the owners Lot) motion detectors are permitted.  
Lawns shall be maintained in neatly order. No trees over four inches (4) shall Be cut without approval of the committee with exception being within ten feet (10) of the building site, including driveway.

### **ROADS & WALKING TRAIL, & POWER LINE EASEMENT**

1. Owners shall be liable to the Declarant or the Association, as the case may be, For any damage caused by the Owner, its invitees, employees and subcontractors, and to the roads.
2. Roads, rights-of-way, and easements, for the purpose of vehicle traffic or Installation and/or maintenance of utilities, may not be extended across any Lot for the purpose of gaining access to any adjoining Lot or any non-Subdivision property.  
The foregoing prevision shall not apply to or be binding upon the Declarant or Anyone acting on its behalf. The Declarant further reserves the absolute, exclusive, continuing easement and right to construct, erect, place, repair, maintain, and replace, for time to time, along any present or further roadway, any utility lines, pipes, conduits, devices, Implements or related components, fixtures, apparatuses and assemblages that are reasonable, appropriate, necessary and/or useful in furnishing and satisfying the residential utility uses and needs of the Property Subject to this Declaration and all such Lots, including, but not limited to the Following utility services; electricity, water, sewer, cable, and gas.
3. The Declarant expressly reserves the right to amend any plat of the Subdivision even if the amended plat alters the boundaries and amount of acreage/square footage of any Road or Walking Trail, or improvements thereon.
4. Each owner, by acceptance of a deed, hereby grants to the Declarant, the Association, and to ever other Owner, and their invitees, a non-exclusive, Permanent right-of-way easement for ingress and egress to the Subdivision roads. Such easement shall not be defeated by non-use.
5. The covenants, restrictions, easements, reservations, terms and condition contained in this declaration, shall run with the land and shall be binding upon all lot owner and persons claiming under them for a period of 20 years from date of this Declaration. The Developer retains the absolute right to amend this declaration, as it may deem necessary, during a periods of one year from the date of recording hereof upon the records of the Clerk of Union County Superior Court and all such amendments shall be binding upon all lot owners.

### **ASSESSMENTS AND CREATION OF LIEN AND PERSONAL OBLIGATION**

1. Each Owner, by acceptance of a deed or instrument conveying title to a Lot, shall pay the Declarant (or instead to the Association once the same is formed) an annual fee of \$ 200.00 for each such Lot purchased by such owner, which shall be deposited into Declarant's general operation account to be applied towards the maintenance and upkeep of the Roads, and administrative expenses relating to the Property. Said Assessment Fee can be increased annually upon presentation of a budget from the previous year, and proposed budget for the coming year to the Board. A quorum shall approve the proposed budget.
2. January 15<sup>th</sup> of the year following the Owner's purchase of the Lot, there shall be assessed against each Lot owned by any Owner, an annual Assessment levied by the Declarant (or instead by the Board once the Association is formed) to be used exclusively for providing for the common welfare of the residents of the Development, including but not limited to, maintenance of the Roads, the enforcement of this Declaration, and once formed, the payment of the necessary operating costs, debts and administrative and other expenses of the Association.

#### **HOME OWNER'S ASSOCIATIONS:**

1. Land/Property owners of Lots in Hemlock Ridge Subdivision have the responsibility for electing a representative board consisting of a President, Vice-President, Treasurer & Secretary.
2. The duties and responsibilities of above said board will involve the maintenance and care of roadways and properties. Such responsibility will be divided among present owners equally and officially reviewed and handled by the power held by the representative boards.
3. Upon the selling of property that constitutes 60% occupancy of new property/land
4. Owners all responsibility will then be that of the Home Owner's Association's representative board. Said responsibility covers not only that of the care and maintenance of all property and roadways, but also involves the welfare and enforcement of covenants that Hemlock Ridge Subdivision employ.

**COVENANTS, RESTRICTIONS, RESERVATIONS, TERMS AND CONDITONS GOVERNING**

**HEMLOCK RIDGE SUBDIVISION**

**IN WITNESS WHEREOF,**

**UNDERSIGNED (OWNERS AND DEVELOPERS) HAS HEREUNTO SET HIS HAND AND SEAL, ON**

**THIS THE 27 DAY OF October, 2005.**

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**WITNESS**



**OWNER AND DEVELOPER:**

**JEREMY ADAMS, PRESIDENT (SEAL)**

**TREADSTONE DEVELOPMENT INC.**

\_\_\_\_\_  
**WITNESS**

**NOTARY PUBLIC**