



## 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.

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 Fannin Co. Clerk of Superior Court  
 DANA CHASTAIN Clerk of Courts  
 BK 1243 PG 378-388

After recording return to:  
 Laura J. Ray, LLC  
 506 West Main Street  
 P.O. Box 2710  
 Blue Ridge, Georgia 30513

STATE OF GEORGIA  
 COUNTY OF FANNIN

**DECLARATION OF COVENANTS,  
 CONDITIONS AND RESTRICTIONS  
 FOR  
 OLD RIDGE ESTATES SUBDIVISION**

THIS DECLARATION, made this 8<sup>th</sup> day of March, 2018, by Old Ridge Estates, LLC, a Georgia Limited Liability Company (hereinafter referred to as the "Developer").

WITNESETH:

WHEREAS, Developer is the owner of certain real property, which real property is commonly known as OLD RIDGE ESTATES SUBDIVISION, and is more particularly described in Exhibit "A" attached hereto and by reference made a part hereof; and

WHEREAS, Developer desires to provide for the preservation and enhancement of the property value in and for the maintenance of the property and improvements thereon, and to this end desires to subject the property described in Exhibit "A" to the covenants, conditions and restrictions and other matters hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

NOW THEREFORE, Developer declares that the real property described in Exhibit "A" and any additional property as may by subsequent amendment hereto be added to and subjected to all or part of this Declaration, shall be held transferred, sold, mortgaged, conveyed, leased, occupied and used subject to the easements, covenants, conditions and restrictions hereinafter set forth, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns and it shall inure to the benefit of each owner.

**ARTICLE I  
 EASEMENTS**

Section 1. Utility Easements. There is hereby created in favor of the Developer, its officers, agents, employees and any management company retained by Developer and its successors and assigns an easement upon, across, over, through and under any Common Area or

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Old Ridge Subdivision

any Lot for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems, including but not limited to water, sewer, gas, telephones, electricity, television cable or communication lines and systems. An easement is further granted to Developer and its successors and assigns to enter in or to cross over any Common Area, if any, or any Lot to inspect and to perform the duties of maintenance and repair of the Common Area, if any, and any Lot, as provided herein. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines or other utilities may be installed or relocated on the Property except as initially programmed and approved by the Developer or thereafter approved by Developer. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by a separate recordable document, Developer shall have the right to grant such easement on the Common Area, if any, or Lot, without conflicting with the terms hereof.

Section 2. Easement for Developer. Developer hereby reserves for itself, its successors and assigns, the following easements and rights-of-way in, on, over, under and through any part of the Property owned by Developer and any Common Area for so long as Developer owns any Lot primarily for the purpose of sale:

- (a) For the erection, installation, construction and maintenance of wires, lines and conduits, and necessary to proper attachments in connection with the transmission of electricity, gas, water (including, but not limited to wells and pump stations), telephone, community antennae, television cables and other utilities;
- (b) For the construction of improvements on the Lots;
- (c) For the installation, construction and maintenance of storm-water drains, public and private sewers, and for any other public or quasi-public utility facility;
- (d) For the maintenance of such other facilities and equipment as in the sole discretion of Developer may be reasonably required, convenient or incidental to the completion, improvement and sale of Lots;
- (e) For the placement of marketing signs on the Property, Common Area, and any Lot by Developer or by any Builder with Developer's prior approval, the use of any sales office or model homes, or parking spaces for marketing or development purposes;
- (f) For the removal of trees, bushes or shrubbery, grading or similar actions reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, convenience, safety and appearance;

- (g) For ingress and egress for development and construction;
- (h) For such other and further rights as may be reasonably necessary for the development of Old Ridge Estates Subdivision; however, such reservations contained in this Article I shall not be considered an obligation by Developer to provide any or all of the above mentioned matters

Section 3. Nonexclusive Road Easement. There shall be a general right and a perpetual nonexclusive road easement for the benefit of the Developer and the Lot Owners, their heirs, and assigns for the purpose of ingress and egress upon any subdivision road as set forth in the subdivision plat referenced herein. In furtherance thereof, this easement shall run with the land and shall be granted notwithstanding the failure to specifically convey or reserve same in any conveyance.

## ARTICLE II ROAD MAINTENANCE ASSESSMENTS

### Section 1. Creation of the Lien and Personal Obligation of Assessments.

- (a) Each Lot Owner, other than Developer is deemed to covenant and agree to pay the Developer, an Association or group of Lot Owners formed for the purpose of collecting and administering said funds (1) annual assessments for regular road maintenance within the subdivision; and (2) special assessments for emergency repairs or special upgrades to said roads within said Subdivision. The initial road assessment fee shall be \$350.00 per Lot, per year, due January 1<sup>st</sup> and prorated for the remainder of each year if purchased thereafter.
- (b) Notwithstanding the foregoing, Developer shall retain control over and may amend the assessment amount as it deems necessary or appropriate to provide for the maintenance of subdivision roads through annual or special assessments by providing notice to all Lot Owners of said amendment for so long as Developer owns at least one Lot with Old Ridge Estates Subdivision. Once collection has been turned over to an Association or group of Lot Owners, then the amount may be amended by said Association or group of Lot Owners.
- (c) The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be charged on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his

successors in title unless expressly assumed by same by virtue of a claim of lien filed against the said Lot in the records of the Office of the Clerk of Superior Court of Fannin County, Georgia giving notice to all persons that a claim of lien upon the Lot is being asserted, prior to the conveyance of title to the Lot. Said claim of lien shall state the description of the residence, the name of the record Owner thereof, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien have been fully paid. Such claims of lien shall be signed and verified by (1) an officer of the Homeowners' Association (if said Association has been established) or (2) by a representative of a majority of the Lot Owners within Old Ridge Estates or (3) by the Developer. Upon receipt of full payment, the party making payment shall be entitled to a recordable satisfaction of lien, executed by (1) the individual filing the lien; (2) an officer of the Homeowners' Association, if an association has been formed; or (3) a signature of a majority of lot owners. *Annual and special assessments shall not apply to Developer.*

- (d) Any Lot with a home located thereon which has a driveway directly off a state or county maintained road shall be exempt from payment of road maintenance fees; however, such exemption shall apply specifically to the Lot which is contiguous to the state or county maintained road and which is accessed via the state or county maintained road. No additional Lots may be added onto the exempt Lot and, further, where a state road runs past the said exempt Lot, but also a subdivision privately maintained road also provides additional means of access, then said Lot shall pay the road assessment. This is a specific exemption and must be approved, in writing, by the Developer and may be revoked in writing by the Developer of Homeowners' Association should future events so require. Exemption and revocation of exemption shall be in the sole discretion of the Developer or Homeowners' Association.

### ARTICLE III WATER USE, EASEMENT AGREEMENT, MAINTENANCE AND FEES

Section 1. Water Provider. Developer is the owner of a certain well or wells, which are or will be located within the subdivision.

Section 2. Easements. Developer retains a permanent and perpetual easement to said well and the water system therefrom. Developer shall retain the sole and exclusive right to operate, maintain and replace said well and water system for the benefit of all future Lot Owners in Old Ridge Estates Subdivision. Lot Owners shall have a permanent and perpetual right to contract for water service from the water system described herein at the rates and according to the terms herein.

Section 3. Maintenance and Fees.

- (a) Developer, its successors and assigns, shall maintain a pump on said well. Developer shall be responsible for electricity to power said pump. After a Lot Owner has connected to the water system, the Lot Owner shall pay Developer \$35.00 per month payable as follows: \$420.00 paid in a lump sum on or before January 1 of each year and prorated for the remainder of each year at the time of each closing. There shall be a water connection fee of \$1,500.00 for the initial connection to the water system. Developer shall give notice of any increase in the above fees not less than 30 days prior to the January 1 due date.
- (b) Failure to pay the yearly water fee shall allow Developer to place a lien on the nonpaying lot and against the Lot Owner for the amount of the unpaid bill, interest and reasonable attorney's fees for collection of same.
- (c) Developer and individual Lot Owners may contract or agree to an alternate arrangement to the above provisions; however, should Developer and Lot Owner be unable to agree to an alternate arrangement, then the above provisions shall apply.
- (d) Each Lot Owner shall, at his own expense, pay the full cost of the water lines running from his home to the meter established or point of connection to main system line on each lot, and shall be solely responsible for maintenance and replacement of his own lines.
- (e) If, as the result of the water lines freezing and breaking, the pump is destroyed or otherwise requires replacement or repair, then it is the responsibility of the Lot Owner whose water line froze and broke to pay for such damage to the pump. Should multiple lines freeze and break resulting in the damage anticipated herein, then each Lot Owner of the damaged lines shall share equally in the costs associated with the pump and/ or well.
- (f) In the event the pump or water system is damaged through a Lot Owner's negligence, then the party responsible for said negligence shall be wholly responsible for the costs of repair or replacement of the pump or water system and all necessary expenditures associated therewith.
- (g) Notwithstanding anything contained herein to the contrary, Developer reserves the right to sell or convey all rights to the water system.

**ARTICLE IV**  
**GENERAL COVENANTS, CONDITIONS AND RESTRICTIONS**

The following covenants and restrictions shall apply to all Lots and to all Structures erected or placed thereon:

(A) The covenants, conditions and restrictions contained herein shall pertain and apply to all Lots, Building Sites and to all Structures erected or placed thereon.

(B) All Building Sites shall be restricted exclusively for the construction of single-family dwellings to be constructed pursuant to and consistent with this Declaration. No Lot or Building Site, or any portion thereof, shall at any time be used for any commercial, business or professional purpose; provided, however, that persons who work from their home and do not receive patrons, clients or customers at their home is permissible.

(C) No unlawful, noxious or offensive activities shall be carried on in any Lot nor shall anything be done therein or thereon which constitutes a nuisance, causes unreasonable noise or disturbance of others or unreasonably interferes with other Owners' use of their Lots.

(D) No Building Site or Lot may be split, divided, or subdivided for sale, resale, gift, transfer or otherwise, unless expressly approved by a writing signed by the Developer or by signatures of 2/3 of all Lot Owners.

(E) No temporary structure shall be installed or maintained on any Building Site without the specific written approval of the Developer.

(F) House trailers, mobile homes, prefabricated homes or modular homes are not allowed in the subdivision, except that a travel trailer or motor home may be located on a Lot for up to 12 months during the construction of a home.

(G) No commercial vehicles, including tractor trailers and semi-tractor trailers shall be permitted to be stored or parked on any Lot within the subdivision; however, motor homes, recreation vehicles and campers may be stored upon a Lot after construction is completed so long as said motor homes, recreation vehicles and campers are not used for living quarters or residents.

(H) No unlicensed, unused, discarded or salvaged motor vehicle or any part thereof, and no unusable or salvaged household appliance, or any part thereof, shall be placed or left upon any lot.

(I) The grounds of each Lot shall be kept in good condition. The yard will be mowed and kept in a clean fashion. If, after written notice with a time frame to address the issue, owner fails to comply and it becomes necessary for the Developer or Association to cause the grounds

to be maintained, then a bill shall be submitted to the property owner for such costs. If the owner fails to pay the bill, then the Developer or Association may place a lien against the Lot, along with legal fees and court costs associated therewith.

(J) A total of three (3) pets are permitted on each improved Lot. The term "pets" is to be defined as cats, dogs or other household pets.

(K) In addition to household pets, a maximum of six hens are permitted within each improved Lot, so long as the hens are kept in a dwelling approved by the Developer or Association, are not a nuisance to the other homeowners/ lot owners and do not cause any foul odors with affect the other homeowners or lot owners. No roosters are allowed.

(L) All construction of dwellings and accessory structures shall be built of a wood exterior finish. It is the intent for the community to have a uniform feel and design. Existing trees, landscaping and topography shall be taken into consideration.

#### ARTICLE V GENERAL PROVISIONS

Section 1. Enforcement. The Developer, or any Lot Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions and covenants now or hereafter imposed by the provisions of this Declaration. Failure by the Developer or any Lot Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. If any provision of the Declaration, or any paragraph, subparagraph, article, section, sentence, clause, phrase, word or the application thereof in any circumstance, is held invalid, the validity of the remainder of this Declaration and the application of any such provision, paragraph, subparagraph, article, section, sentence, clause or word in any other circumstances shall not be affected thereby and the remainder of this Declaration shall be construed as if such invalid part was never included therein.

Section 3. Headings. The headings of articles and sections in this Declaration are for convenience of reference only and shall not in any way limit or define the content or substance of such articles and sections.

Section 4. Rights and Obligations. Each grantee of the Developer and Lot Owners, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions and covenants and the jurisdiction, rights and powers created or reserved by this Declaration. All rights, benefits and privileges of every character hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in the Property or any portion thereof; and shall inure to the benefit of such grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.



Section 5. Notices. Notices provided for in this Declaration shall be in writing and shall be addressed to any Owner at his Lot or at such other address as given by Owner to Developer. Notices addressed as above shall be deemed delivered upon mailing by the United States registered or certified mail, return receipt requested, or when delivered in person.

Section 6. Amendment. This Declaration may be amended at any time and from time to time by Developer or, upon turning over the subdivision for control to an Association, by a vote of 2/3 of the Lot Owners. This Declaration may be amended unilaterally at any time and from time to time by Developer:

- (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith;
- (b) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration;
- (c) if such amendment is required to obtain the approval of this Declaration by an institutional lender, such as a bank, savings and loan association or life insurance company, or by a governmental lender or purchaser of mortgage loans, such as the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots subject to this Declaration; or
- (d) if such amendment is necessary to enable any governmental agency, such as the Veterans Administration, or reputable private insurance company to insure mortgage loans on the Lots subject to this Declaration; provided, however, any such amendment shall not make any substantial changes in any of the provisions of this Declaration. Further, this Declaration may be amended at any time and from time to time by an agreement signed by at least seventy-five percent (75%) of the Owners of Lots; provided, however, such amendment by the Owners shall not be effective unless also signed by Developer, if Developer is the owner of any real property then subject to this Declaration. Any such amendment shall not become effective until the instrument evidencing such change has been filed or recorded in the Records. Every purchaser or grantee of any interest in any real property made subject to this Declaration, by acceptance of a deed or other conveyance therefore, thereby agrees that this Declaration may be amended as provided in this section.
- (e) Notwithstanding the foregoing, for so long as Developer owns a Lot primarily for the purpose of sale, no amendment shall be made to the provisions of this Declaration which would take away or adversely alter any rights, powers or

exemptions of Developer unless consented to in writing by said Developer.

Section 7. No Liability. Developer has, using best efforts and all due diligence, prepared this Declaration so that each and every Owner shall have the right and the power to enforce the terms and provisions of this Declaration against every other Owner. However, in the event that this Declaration is, for any reason whatsoever, unenforceable by an Owner (or any other person) in a court of law or otherwise, Developer shall have no liability of any kind as a result of such unenforceability, and each and every Owner, by acceptance of a deed conveying a Lot, acknowledges that Developer shall have no such liability.

Section 8. Gender. Throughout this Declaration, the masculine gender shall be deemed to include the feminine and the singular the plural and vice versa.

#### ARTICLE VI DURATION AND PERPETUITIES

The provisions of these covenants shall run with and bind the land and shall be and remain in effect perpetually to the extent permitted by law. Provided, however, so long as Georgia law limits to twenty (20) years, the period during which covenants restricting lands to certain uses may run, any provisions of these Covenants affected thereby shall run with and bind the land for a period of twenty (20) years from the date these Covenants are filed for record in the Office of the Clerk of the Superior Court of Fannin County, Georgia, after which time such provisions shall be automatically extended, if permitted by law, for successive periods of ten (10) years, unless an instrument, signed by at least seventy-five percent (75%) of the then Owners of record and the holders of first mortgages on their Lots has been recorded in the Office of the Clerk of said Court, agreeing to terminate or change such provisions in whole or in part. Every purchaser or grantee of any interest in any portion of the Property, by acceptance of a deed or other conveyance thereof, thereby agrees that the provisions of these Covenants may be extended and renewed as provided in this section.

If any of the covenants, conditions, restrictions, easements or other provisions of these Covenants shall be unlawful, void or voidable for violation of the Rule Against Perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of Her Majesty Queen Elizabeth II, the Queen of England.

#### ARTICLE VII ADDITIONAL PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Additions to Existing Property. The Developer, its successors and assigns, shall have the right to bring within the scheme of all or part of this Declaration, in addition to the property described in Exhibit "A", any other property owned by the Developer which is contiguous to the property described in Exhibit "A". The property which may hereafter be brought within the scheme of all or part of this Declaration is hereinafter referred to as the "Additional Property".

Section 2. Optional and Not Mandatory. Although the Developer, its successors and assigns, are hereby provided with the right to submit the Additional Property or any portion or portions thereof to the scheme of all or part of this Declaration, this right is to be exercised at the option of the Developer, its successors or assigns, in their sole discretion and is not intended to impose any obligation upon the Developer, its successors or assigns, to submit the Additional Property or any portion or portions thereof to the Covenants and Restrictions of this Declaration.

Section 3. Procedure. Should the Developer, its successors or assigns, in their sole discretion, decide to submit the Additional Property or any portion or portions thereof to the Covenants and Restrictions of this Declaration, the same shall be done by filing for record in the Office of the Clerk of the Superior Court of Fannin County, Georgia, a Supplementary Declaration of Covenants, Conditions and restrictions signed only by the Developer, its successors or assigns, with respect to the Additional Property or portion thereof which shall extend the scheme of all of the Covenants and Restrictions of this Declaration to such property. To be deemed a "successor or assign" of Developer so that additional property may be added under these Covenants and Restrictions, such successor or assign must have succeeded to the interest of Developer by one of the following methods: (a) by deed to all the undeveloped lots expressly including an assignment of Developer's rights hereunder; (b) by foreclosure on the undeveloped lots; or (c) by Deed in Lieu of Foreclosure on the undeveloped lots.

IN WITNESS WHEREOF, the undersigned has executed these covenants on the day and year above written.

Signed, sealed and delivered before me:

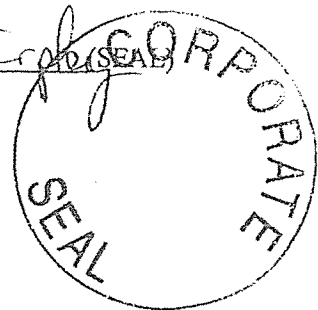
Old Ridge Estates, LLC

Stephanie Lyle  
Witness

Regina Tarpley (SEAL)  
By: Regina Tarpley  
Its: Managing Member

Kristin Ware  
Notary Public

exp MAR 17 11 44, 2018



## Exhibit "A"

## Legal Description

**ALL THAT TRACT OR PARCEL OF LAND** lying and being in Land Lots 9, 10, 27 & 28 of the 8<sup>th</sup> District and 1<sup>st</sup> Section of Fannin County, Georgia, and being more particularly described as 14.55 acres, as shown on a plat of survey by Lane S. Bishop, G.R.L.S. 1575, recorded in Plat Book E585, Page 8, through Plat Book E586, Page 1, of the Fannin County, Georgia, records, which plat by reference thereto shall be fully incorporated herein and made a part hereof.

This conveyance is subject to all zoning ordinances, easements, covenants, conditions, restrictions, reservations or rights of way of record, if any.