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COUNTY OF GILMER

**DECLARATION OF COVENANTS, RESTRICTIONS, PROPERTY OWNERS  
ASSOCIATION AND LIMITATIONS RUNNING WITH THE LAND  
FOR REECE MOUNTAIN SUBDIVISION**

THIS DECLARATION OF COVENANTS, RESTRICTIONS, PROPERTY OWNERS ASSOCIATION AND LIMITATIONS FOR REECE MOUNTAIN SUBDIVISION, made and published this 20<sup>th</sup> day of September, 2013, by **RIVER RIDGE PROPERTIES, LLC** (hereinafter, "Declarant"), hereafter referred to together with its successors-in-title who come to stand in the same relation to the property as its predecessor did as "Declarant".

WHEREAS, Declarant is the fee simple owner of all the tract or parcel of land lying and being in Land Lots 187, 208, 209 & 210, 6<sup>th</sup> District, Gilmer County, Georgia, and being Reece Mountain, Phase 2, as shown on a Plat of survey by Henderson Land Surveying, LLC, Jessie R. Henderson, Registered Land Surveyor, No. 2985, (hereinafter called "Plat") Gilmer County, Georgia and being more particularly described on the Exhibit "A", attached hereto and made a part hereof; subject to approval, and

WHEREAS this Declaration shall replace that certain instrument previously recorded at Deed Book 1376, pages 257-317, Gilmer County, Georgia, real property records, and which Declaration shall be deleted in its entirety; and

WHEREAS, it is the intent of Declarant to establish a general plan and uniform scheme of development and improvement of the upon referenced property; and

WHEREAS, the Declarant is the owner of the real property (hereinafter called "Property") described in this Declaration of Covenants, Conditions and Restrictions (hereinafter called the "Covenants") and is desirous of subjecting the Property to the protective covenants, conditions and restrictions hereinafter set forth, each and all of which is and are for the benefit of the Property, for the benefit of the parcels or tracts located thereon, whether now already or hereafter subdivided and platted (hereinafter called the "Tracts"), and for the benefit of each owner of the parcels or tracts which are now already or may hereafter be subdivided and platted within the Property (hereinafter called the "Property Owners) and shall apply to and bind the owners thereof, their heirs, successors and assigns thereafter running with the land; and

WHEREAS, the Property is subjected to these Covenants in order to insure the best use and the most appropriate development and improvement of the Property and the tracts located therein; to protect the owners thereof against such improper use of surrounding tracts as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of the Property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to encourage and insure the highest and best development of the Property; to encourage and secure the building of attractive homes thereon, with appropriate locations thereof on the Property; to prevent haphazard and inharmonious improvement of the Property; to secure and maintain an aesthetically pleasing quality of development and improvement of the property, and thereby to enhance the values of the Property.

NOW, THEREFORE, Declarant, for itself, its successor and assigns, hereby declares that the Property is and shall be held, transferred, sold, devised, assigned, conveyed, given, Purchased, leased, occupied, possessed, mortgaged, encumbered and used subject to these Covenants. These Covenants, the benefits of these Covenants and the affirmative and negative burdens of these Covenants, whether pertaining to items, benefits and obligations presently existing or to be created or executed in the future, do and shall, in equity and at law, touch and concern, benefit and run with the land and any estates in the land herein referred to as the Property and these Covenants are intended to be Covenants and servitudes burdening and benefitting all persons now or hereafter deriving a real property estate in the Property, whether by assignment, succession or inheritance or other method of conveyance.

1. The property shall be used for single-family residential use only. No lot or tract shall be subdivided, nor shall more than one (1) residence be constructed on any lot or tract, provided however, that any lot or tract that is six (6) acres or more may be subdivided as approved by Gilmer County Land Development. No building shall be erected which is in violation of the current Gilmer County Land Development Ordinance as amended.
2. All residences constructed within the development shall have a minimum square footage requirement of 1,400 square feet heated floor space above grade. A guest house with a minimum of 1,000 square feet heated floor space above grade may be built on the lot or tract after, or simultaneously therewith, the construction of the primary residence. House plans must first be approved by the Declarant or the property owners association when the same is formed prior to the commencement of any construction. Lot owners may have one outbuilding or storage shed per lot.
3. No building shall be erected upon the granted premises which has cinder blocks or concrete blocks visible from the exterior of such building nor shall any building be erected thereon with exterior asphalt or asbestos siding or cobble or creek stone.
4. No mobile homes, house trailers, or junk or inoperable motor vehicles shall be allowed upon any granted lot or tract, if the same is visible from any street right of way within said development. No building of a temporary character shall be erected or allowed to remain on said property for a continuous period in excess of three (3) months unless approved by the Declarant or by Reece Mountain Property Owners' Association when the same is formed.
5. When the construction of a building is commenced by the owner of any lot or tract in said development, the exterior construction of said building shall be completed within twelve (12) months from the date construction is stated.

6. Each person or persons erecting a residence on said property shall adhere to the specifications for **Phase 2** of Reece Mountain.

**A. Phase 2.**

(a) Phase 2 lots shall install a septic tank and individual well in accordance with the rules, regulations and specifications as approved by Gilmer County, Georgia. When an Owner beings to build then connection to all utilities, specifically including sanitary septic tanks, lines and drainfields, water, electricity, telephone, cable television and internet lines shall be placed underground.

7. The owners of any granted lot or lots agree that they will maintain their respective premises in a neat, presentable and attractive condition, including, but not limited to, the keeping of garbage in closed containers, the cutting of grass and weeds, and the removal from the premises of trash and debris; and said property owners further agree that when deemed necessary by the Declarant, or the Reece Mountain Property Owners Association, or its successors and assigns, that the Declarant, or the Reece Mountain Property Owners Association may perform or cause to be performed the maintenance work, and the owners agree to reimburse the Declarant, or the Reece Mountain Property Owners Association for all expense incurred in the performance of the maintenance work on their individual premises.

8. No part of said premises shall be used or occupied injuriously as to affect the use, occupation or value of the adjoining or adjacent premises for residence purposes, or the neighborhood whereto the premises are situated. Farm animals, including, but not limited to, cattle, livestock, chickens and swine, are prohibited. Households pets, properly maintained, are allowed.

9. It is the purpose and intent of these covenants that the subject property be preserved in its current rural character and that the existing serene peaceful atmosphere and setting of the area be maintained. No lot may be used for any illegal activities.

10. There shall be no commercial activities on any tract, specifically including, but not limited to, the operation of garages, car repair shops, machine shops, offices or business complexes, sawmills or logging facilities.

11. No signs of any type shall be displayed to public view on any portion of said property except one sign of not more than 24 inches by 24 inches advertising property for sale or a temporary builder's sign, or such permits as required by law. All said signs shall be professionally lettered and neatly installed. Declarant reserves the right to erect entrance signs and remove any signs on future event sale dates.

12. Notwithstanding anything elsewhere herein, camping by a property owner, the owners family and guests, shall be allowed on the owner's lot or tract for a maximum period of seven (7) days once in a thirty (30) day period and so long as professional camping equipment is used.

13. All parcel or Lot Owners become members of the Reece Mountain Property Owners' Association, Inc. (hereinafter Association) at time of closing and shall be subject to all assessments and rules and regulations as may be adopted by the property owners association. In the event that any owner or owners should re-subdivide any lot or tract, pursuant to paragraph one (1) above, and a

dwelling shall be constructed upon the subdivided lot or tract, the owner of said dwelling and land shall be subject to the same assessments as set forth in paragraphs 14 & 15 below, and shall become a member of the Association as all other owners of lots or tracts within said development and said re-subdivided lot shall be subject to these covenants. Each parcel or Lot shall enjoy one (1) vote only regardless of whether the parcel or Lot is owned by multiple titleholders owning jointly. The Declarant and its successors are all members of the Association until all lots are sold. The Association, acting through its Board of Directors shall have the rights and authority as set forth in the Declaration and in the By-Laws, to be adopted by the Declarant or the Association as set forth herein.

14. ASSESSMENTS. The initial assessments shall be \$400.00 per lot per year, except no assessment is due on any Lot owned by Declarant until Declarant sells said Lot. Said assessments shall be used for the maintenance and upkeep of roads and common areas within the development. The assessment shall be payable to the Reece Mountain Property Owners Association.

(a) The Owners, including Declarant, of each parcel or Lot owned within the Property by acceptance of a deed therefore, hereby covenants, whether or not it shall be so expressed in such deed, and is deemed to covenant and agree to pay the Association annual assessments and special assessments subject to the terms of this paragraph. Any expenses incurred by the Association to enforce the covenants, restrictions and limitations described herein, or as amended, against an Owner(s) shall immediately accrue as an assessment to said Owner(s) in question. These additional accrued assessments may include, but are not limited to, any expenses incurred by the Association as a result of an Owner's failure to adequately maintain their Lot as required herein such as landscaping, mowing or weed eating.

(b) Declarant and later the Association shall keep this money in an escrow account, and keep an accurate accounting of how this money was used. Any money in this escrow account upon Declarant relinquishing this responsibility to the Association shall be turned over to the Association.

(c) The annual and special assessments, together with interest costs and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the property 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 is the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall also pass to his successors in title, provided the Association has caused a claim of lien to be recorded in the Public Records of Union County giving notice to all persons that the Association is asserting a claim of lien upon the parcel or Lot prior to the conveyance of title to the parcel or 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 an officer of the Association or by a managing agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. Liens for assessment may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In such foreclosure, the Owner of a residence shall be required to pay a reasonable rental for the residence and the Association shall be entitled as a matter of law, to the appointment of a receiver to collect the same.

**(D) THE 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 LIES WITH THE PROPERTY OWNERS AS FURTHER SPECIFIED IN THE PRIVATE ROAD MAINTENANCE AGREEMENT, AND NOT GILMER COUNTY.**

In no case shall Gilmer County be responsible for failing to provide any emergency or regular fire, police or other public service to the property and/or occupants when the failure is due to inadequate design or construction, blocking of access routes, or any other factors outside the control of the County. In no case shall the County maintain any private street.

15. DELINQUENT ASSESSMENTS. If the annual or special assessments, or assessments for maintenance of limited common area, are not paid on or before fifteen (15) days after the date when due, then such assessment shall become delinquent and shall, together with interest thereon and costs of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. If the Association files a claim, of lien on the public records of Gilmer County, against any parcel or Lot, a Seventy-Five Dollar (\$75.00) lien fee may be charged and shall be added to the unpaid assessment and secured by the lien hereby created.

(a) If the annual assessment is not paid within thirty (30) days after the date when due, the assessment shall bear interest from the date of delinquency at the rate of fifteen percent (15%) per annum, or the maximum allowed by law, whichever is less. The Association may bring an action of law against the Owner personally obligated to pay the same, or to foreclose the lien against the property, in the same manner as foreclosure of a mortgage, and there shall be added to the amount of such assessment interest as provided herein together with the costs of the action and collection of the assessment, including a reasonable attorney's fee and costs and fees on appeal. Reasonable attorney's fees and costs of collection shall be recoverable whether or not suit is brought.

(b) In addition, if the annual assessment is not paid within thirty (30) days after the date when due, then the Owner shall lose right to use of the Common Property (excluding subdivision roads) until such time as assessments are paid in full.

(c) The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment as to payment which shall be due for such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

16. The Common Area shall mean any and all real and personal property and easements and other interests therein, together with any facilities and improvements located thereon, now owned by the Declarant and hereafter owned by the Association for the common use and enjoyment of the Owners. Common property includes but is not limited to the portions of the property described as roads, access easements, and Common Area as shown on that certain plat of survey as recorded as shown on the aforesaid Plat.

(a) There shall be no obstruction of the Common Area, nor shall anything be kept, parked or stored on any part of the Common Area without prior written Board consent, except as specifically provided herein. This includes, but is not limited to, parking in any of the roadways or streets that serve the subdivision, or the cul-de-sacs, or the common areas.

(b) The common area is for the sole use of the Declarant, the Association and its Owners. The Association reserves the right to implement such scheduling and/or additional restrictions as deemed necessary to ensure the proper use.

(c) Neither the Declarant nor the Association shall be liable for any damage or injury resulting from such use of the Common Area to the extent permitted by law.

17. Invalidation of any one or more of the foregoing covenants by court order or otherwise shall in no way affect any of the other covenants or restrictions herein set forth, and they shall remain in full force and effect.

18. The covenants, restrictions, easements, reservations, terms and conditions contained in this declaration shall run with the land and shall be binding upon all Lot Owners and their heirs, successors and assigns, provided, however that the Declarant retains the absolute right to amend this declaration, as deemed necessary, during the period Declarant is in control of the Association and all such amendments shall be binding upon all Lot Owners. Furthermore, the Association shall have the right to amend these covenants once Declarant no longer controls the association by approval of the Owners of 75% of the Lots subject to this declaration; provided, however, that the parcels and Lots shall NOT be divided into smaller tracts than as shown on the plats of survey above referenced except as provided in paragraph 1 above and that the land designated as common area shall NOT be sold and shall not be used for residential or commercial purposes during the duration of these covenants and restrictions. All amendments to the Declaration shall become effective upon recordation, unless a later effective date is specified in the amendment.


19. The above covenants and restrictions are placed on the property hereinabove set forth as a part of a general plan of development for the benefit of all owners of the property hereinabove specified within Reece Mountain Subdivision, and the covenants are and shall be binding upon the present owners of the property, their successors, heirs and assigns and shall be covenants running with the land, binding on all future owners of the property.

20. All covenants and restrictions herein set forth shall remain with the land and be binding on all parties and persons claiming under them until and including 31<sup>st</sup> day of December, 2032, and after the initial period, the covenants shall automatically be extended for successive periods of twenty (20) years each, unless an instrument signed by the owners of a majority of the lots or tracts of land herein affected by these covenants has been recorded in the Office of the Clerk of Superior Court of Gilmer County, Georgia agreeing to a modification or change of the covenants, in whole or in part.

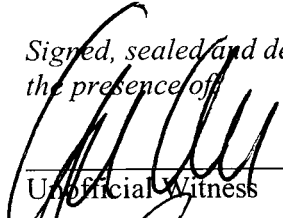
**21. STREETS IN THIS SUBDIVISION ARE PRIVATE STREETS AND ARE NEITHER MAINTAINED BY GILMER COUNTY NOR CONSIDERED PART OF THE ROAD SYSTEM OF GILMER COUNTY. THE RESPONSIBILITY FOR THE UPKEEP AND MAINTENANCE OF THE STREETS SHOWN HEREON ARE THE RESPONSIBILITY OF THE INDIVIDUAL HOMEOWNERS THROUGH THE SUBDIVISION'S HOMEOWNERS ASSOCIATION.**

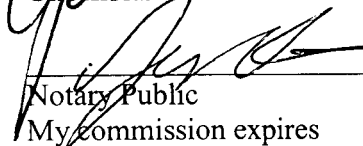
SO EXECUTED this 20<sup>th</sup> day of September, 2013.

**RIVER RIDGE PROPERTIES, LLC  
VANDRAKE INVESTMENTS, LLC  
Manager**

  
\_\_\_\_\_  
**By: Benjamin Vanhook  
Manager of Vandrake Investments, LLC**

*Signed, sealed and delivered in  
the presence of*

  
\_\_\_\_\_  
Unofficial Witness

  
\_\_\_\_\_  
Notary Public  
My commission expires  
(Affix Notarial Seal here)



**EXHIBIT "A"**

**All that tract or parcel of land lying and being in Land Lots 187, 208, 209 and 210, 6<sup>th</sup> District, 2<sup>nd</sup> Section, Gilmer County, Georgia, consisting of 186.84 acres, designated as Reece Mountain, Phase II, as set forth in the Plat of Survey prepared by Jessie R. Henderson, Georgia Registered Land Surveyor No. 2985, dated August 29<sup>th</sup>, 2013, as filed of record in Plat Book 56, Page 265, Gilmer County, Georgia Records. Said Plat of Survey includes Lots E1 through E19, and the metes and bounds of said Plat of Survey are incorporated herein by reference.**

**Being a portion of the same property as set forth in that certain Quitclaim Deed, dated June 14<sup>th</sup>, 2013, from Community & Southern Bank to River Ridge Properties, LLC, as recorded in Deed Book 1812, Pages 178-181, Gilmer County, Georgia Records.**