



## 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 1053 PG 77-86

Crossreference to: Deed Book 813, pages 215-248

Return recorded to:  
 Patton & Lance Law Firm, LLC  
 57 Sears Way  
 Blairsville, GA 30512

**DECLARATION OF CONVENANTS, RESTRICTIONS, PROPERTY OWNERS  
 ASSOCIATION AND LIMITATIONS RUNNING WITH THE LAND  
 FOR RIVER RIDGE ON THE TOCCOA SUBDIVISION**

THIS DECLARATION OF CONVENANTS, RESTRICTIONS, PROPERTY OWNERS ASSOCIATION AND LIMITATIONS FOR RIVER RIDGE ON THE TOCCOA SUBDIVISION, made and published this 9 day of May, 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 153, 171 & 172, 8<sup>th</sup> District, 2<sup>nd</sup> Section, Fannin County, Georgia, being a Final Plat for River Ridge on the Toccoa as recorded in Plat Hanger E 350, Pages 1-8, (hereinafter called "Plat") Fannin County, Georgia and being more particularly described on the Exhibit "A", attached hereto and made a part hereof; and \* E 351 pages 1-3

WHEREAS this Declaration shall replace that certain instrument previously recorded at ~~Deed Book 813, pages 215-248, Fannin 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 three (3) acres or more may be subdivided as approved by Fannin County Land Development. No building shall be erected which is closer than fifteen (15) feet from any street right of way or closer than fifteen (15) feet from the property line of any adjoining lot or tract. All lot owners shall adhere to the ordinances required for building by the Health Department and Fannin County Land Development.

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.

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 River Ridge on the Toccoa Property Owners' Association, Inc. 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 install a septic tank and water system in accordance with the rules, regulations and specifications as approved by Fannin County, Georgia. All utilities, specifically including sanitary septic tanks, lines and drainfields, water, electricity, telephone, cable television and internet lines shall be placed underground. Declarant reserves unto itself, its successors and assigns, a perpetual, alienable, and releasable easement on, across, and under each tract for the maintenance, installation, and use of sanitary septic tanks, lines and drainfields, water, electrical, telephone cable television and internet wires, cables, conduits, and other suitable equipment for the conveyance and use of sanitary septic, water, electricity, telephone, cable television and internet lines, equipment, or other public conveniences or utilities and Declarant may further cut drainways for surface water wherever and whenever such action may appear to Declarant to be necessary in order to maintain reasonable standards of health, safety, and appearance. These easements and rights expressly include the right to cut any trees, bushes, or shrubbery, make any gradings of the soil or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety, and appearance. Such rights may be exercised by licensee of Declarant to provide or maintain any such utility or service, or may be assigned to a property owner within River Ridge on the Toccoa. In exercising the rights of this easement all necessary work shall be located in an area not more than fifteen (15) feet from the property line of each tract or within the fifteen (15) foot right of way for the road system within River Ridge on the Toccoa. This reservation shall not be considered an obligation of Declarant to provide and maintain said easement.

7. The riverfront lots being, Lots Sixty-Five (65) through Seventy-Two (72), as ~~shown on the aforesaid Plat shall adhere to the land disturbing guidelines attached hereto as~~ Exhibit "B", incorporated herein by reference and made a part hereof.

8. 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 River Ridge on the Toccoa Property Owners Association, Inc., or its successors and assigns, that the Declarant, or the River Ridge on the Toccoa Property Owners Association, Inc. may perform or cause to be performed the maintenance work, and the owners agree to reimburse the Declarant, or the River Ridge on the Toccoa Property Owners

Association, Inc. for all expense incurred in the performance of the maintenance work on their individual premises.

9. 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.

10. 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.

11. 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.

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 River Ridge on the Toccoa 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 15 & 16 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. The initial assessments shall be \$400.00 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 Association.

- (a) Each Owner by acceptance of a deed therefore, whether or not it shall be so expressed in such deed; is deemed to covenant and agree to pay to the Association the following: (i) annual assessments or charges for the Common Expenses of the Association and other costs described in this Declaration; and (ii) special assessments for capital improvements and other expenses described in this



Declaration. Each Owner by acceptance of a deed therefore, whether or not it shall be so expressed in such deed; is also deemed to covenant and agree to pay to the Association all charges due for each owner's use of the Railroad Crossing. The annual and special assessments and amounts owed for use of the Railroad Crossing, together with interest and costs of collection, including reasonable attorney's fees, shall be a charge 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, cost of collection, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for such delinquent assessments shall also pass to his successors in title, provided the Association or the Railroad has caused a claim of lien to be recorded in the Public Records of Fannin County, Georgia giving notice to all persons that the Association or the Railroad is asserting a claim of lien upon the Lot prior to the conveyance of title to said 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, by a managing agent of the Association or by an officer of the Railroad. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. Liens filed pursuant to this paragraph may be foreclosed on by suit brought in the name of the Association or the Railroad in like manner as a foreclosure of a mortgage on real property. In such foreclosure, the Owner of a residence and the Association or Railroad shall be entitled, as a matter of law, to the appointment of a receiver to collect the same.

- (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, and amounts owed for use of the Railroad Crossing 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 Fannin 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.

15. 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 Fannin 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 River Ridge on the Toccoa 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. The Declarant's plan for the development of River Ridge on the Toccoa may require from time to time the execution of certain documents required by the County or the Railroad. To the extent that said documents require the joinder of any or all owners in the subdivision, each of said owners, by virtue of their acceptance of a deed to their respective Lot, does irrevocably give and grant to the Declarant, or any of its officers individually, full power of attorney to execute said documents as their agent and in their place and stead.

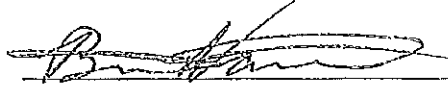
21. All covenants and restrictions herein set forth shall remain with the land and be binding on all parties and persons claiming under them until and including 31<sup>st</sup> day of December,



2033, 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 Fannin County, Georgia agreeing to a modification or change of the covenants, in whole or in part.

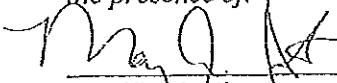
SO EXECUTED this 9<sup>th</sup> day of May, 2013.

RIVER RIDGE PROPERTIES, LLC  
VANDRAKE INVESTMENTS, LLC – Manager

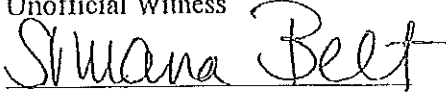


By: Benjamin Vanhook – Manager of  
Vandrake Investments, LLC

*Signed, sealed and delivered in  
the presence of:*



Unofficial Witness



Notary Public

My commission expires

(Affix Notarial Seal here)

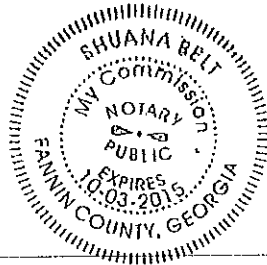


EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lots 153, 171 & 172, 8<sup>th</sup> District, 2<sup>nd</sup> Section, Fannin County, Georgia and being a Final Plat for RIVER RIDGE ON THE TOCCOA by Lane S. Bishop and Associates dated 08/03/07, last revised 04/27/13, as recorded in Plat Hanger<sup>\*E350</sup>, Pages 1-8, Fannin County, Georgia records, which description is incorporated herein by reference and made a part hereof.

\* E351 Pages 1-3

(This being the same property as conveyed in that certain warranty deed from Vandrake Investments, LLC to River Ridge Properties, LLC, as recorded in Deed Book 1029, Pages 209-211, Fannin County, Georgia records.)

EXHIBIT "B"

For minor land disturbing activities within the state-protected stream buffer:

- A. The following land disturbing activities are examples of projects in addition to those specifically listed in OCGA 12-7-17(3) that would be considered minor land disturbing and do not require a buffer variance.
1. Elevated structures such as decks, gazebos, patios, walkways, viewing platforms or open picnic shelters provided:
    - a. No more than 100 square feet of footprint of the elevated structure extends into or over the buffer; and
    - b. No grading, cutting, filling or similar land disturbing activities occur as a part of site preparation, construction or subsequent development; and
    - c. The structure is built on posts, concrete blocks or similar; and
    - d. Permanent protective vegetative cover remains or protective measures (e.g. mulch, gravel) are installed within the footprint of the elevated structure to prevent post-construction erosion and to protect water quality and aquatic habitat; and
    - e. A natural canopy is left in sufficient quantity to keep shade on the stream bed; and
    - f. No poured or prefab concrete or asphalt slabs, pads or foundations are constructed or placed as a part of site preparation, structure construction, or subsequent development; and
  2. A pervious ground level walkway approach to a dock or similar structure provided:
    - a. No more than 100 square feet of the constructed walkway extends into or over the buffer; and
    - b. No grading, cutting, filling or similar land disturbing activities occur as a part of site preparation, construction or subsequent development; and
    - c. No poured or prefab concrete or asphalt slabs, pads, supports or foundations are constructed or placed as a part of site preparation, structure construction, or subsequent development; and
    - d. All ground preparation and walkway material placement is completed with the use of hand-held equipment.
- B. The following land disturbing activities are examples of projects that would not be considered minor land disturbing and would require a buffer variance.
1. Any land disturbance utilizing wheeled or tracked machinery or equipment that enters or is physically located within the state waters buffer.
  2. Paving with concrete and/or asphalt.
  3. Any project or combination of projects on the same property which results in more than 100 square feet of structure and/or walkway within or extending into the buffer regardless of when the construction takes place.
  4. The construction of a barbecue pit.
  5. The construction of a ground-level patio.
  6. The construction of a swimming pool.
  7. The construction of a structural or decorative retaining wall.
  8. The construction of a seawall where land disturbance within the state waters buffer will occur.
  9. Backfilling any seawall construction within the state waters buffer.
  10. The construction or placement of any structure resulting in the removal or eventual loss of permanent protective vegetation around or underneath the structure, thereby allowing post-construction erosion to occur.