



## 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.

After recording please return to:  
Chatham & Rea  
Attorneys at Law  
255 North Main Street  
Ellijay, GA 30540

GEORGIA, Gilmer County  
Clerk of Superior Court  
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*Blenda Sue Johnson*  
Clerk of Superior Court

STATE OF GEORGIA

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COUNTY OF GILMER

**DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
GILMER COUNTY WILDWOOD DEVELOPMENT**

THIS DECLARATION is made this 26<sup>th</sup> day of March, 2004, by Theresa M. Ballard, hereinafter referred to as "Developer". The Developer is the owner of certain real property in Gilmer County, Georgia, further described as follows:

**PHASE ONE**

All that tract or parcel of land lying and being in the 11<sup>th</sup> District, 2<sup>nd</sup> Section of Gilmer County, Georgia, being part of Land Lot No. 2, consisting of 15.23 acres, Lots 1,2,3,4,5,6,7, and 8, as set out on the Plat of Survey for Theresa Ballard, known as "Wildwood Subdivision, Phase One", said Plat dated December 8<sup>th</sup>, 2003, and recorded in Plat Book 42, Page 121 and 121A, Gilmer County Records, Georgia. Said Plat is incorporated herein by reference.

The Declaration herein is being recorded in anticipation of the addition of the following property:

**II. PHASE TWO**

All that tract or parcel of land lying and being in the 11<sup>th</sup> District, 2<sup>nd</sup> Section of Gilmer County, Georgia, being part of Land Lot No. 2, consisting of 89.74 acres, Lots 1,2,3,4,5,6,7,8, 9, 10,11, 12,13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32, as set out on the Plat of Survey for Theresa Ballard, known as "Wildwood Subdivision, Phase Two", said Plat dated January 9<sup>th</sup>, 2004, and recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, Gilmer County Records, Georgia. Said Plat of Survey is presently awaiting Final Approval from the Gilmer County Planning Commission. Said Plat is incorporated herein by reference.

Being the same the property designated as Tract 2 containing 97.7 acres, as set out on the Plat of Survey dated November 1971 by Greer Dover, Official Surveyor for Gilmer County, Georgia, recorded in Plat Book 4, Page 94, Gilmer County, Records, Georgia. Said Property was conveyed by Warranty Deed dated August 27<sup>th</sup>, 2003 from Hooper's Last Resort, Inc., to Theresa M. Ballard, recorded in Deed Book 988, Page 494, Gilmer County Records, less and except the properties as set forth in said Warranty Deed. Also said Property was conveyed subject to the easements and restrictions as set forth therein.

At such time as the Final Plat for Phase II has been approved and recorded the Declarant herein shall execute a Supplemental Amendment to the Declaration adding the property described in Phase II.

**The description as set out above of “Gilmer County Wildwood Development” shall hereinafter referred to as the “Property”.**

The Declarant proposes to subdivide the property into Lots for sale to the general public. By this Declaration, the Declarant intends to establish certain covenants, conditions and restrictions (referred to collectively hereafter as the “Restrictions”) on the lots for the benefit and protection of the future and present owners of the lots and for the establishment and maintenance of sound values for the lots. The restrictions herein are intended to run with the land, and to insure to the benefit of and be binding upon each interest so conveyed or reserved and all parties having or acquiring any right, title, interest or estate therein. The Restrictions herein are intended to be mutually enforceable by and upon all such parties, which shall include the Declarant, his heirs, successors and assigns.

As used in this Declaration, the term:

- (1) “Board of Directors” or “Board” means an executive and administrative body, by whatever name denominated, designated in the instrument as the governing body of the association;
- (2) “Building” means the improved home which has been constructed by the Developer and purchased by the Lot Owner at the time of the sale between the Developer and the Lot Owner;
- (3) “Common area” means all real and personal property submitted to the declaration which is owned or leased by the association for common use and enjoyment of the members;
- (4) “Common expenses” means all expenditures lawfully made or incurred by or on behalf of the association together with all funds lawfully assessed for the creation and maintenance of reserves pursuant to the provisions of the instrument;
- (5) “Court” means the Superior Court of the county where the development or any part thereof is located;
- (6) “Declarant” means all owners and lessees of the property who execute the declaration or on whose behalf the declaration is executed; provided, however, that the phrase “owners and lessees,” as used in this article, shall not include in his or her capacity as such any mortgagee, any lien holder, any person having an equitable interest under any contract for the sale or lease of a lot, or any lessee or tenant of a Unit. From the time of the recordation of any amendment to the declaration expanding an expandable property owners’ development, all persons who execute that amendment or on whose behalf that amendment is executed shall also come within the definition of “Declarant”. Any successors-in-title of any owner or lessee referred to in this paragraph who comes to stand in the same relation to the property owners’ development as his or her predecessor did shall also come within such definition. The “Declarant” shall initially be the “Developer” until such time as the rights and responsibilities of the Declaration

are transferred and assigned to the Gilmer County Wildwood Homeowners Association, Incorporated as further set out herein;

- (7) "Declaration" means the recordable instrument creating covenants upon property which covenants are administered by a Homeowners' association in which membership is mandatory for all owners of lots in the Homeowners' development;
- (8) "Developer" means the person or persons who currently own the Property which is Theresa Ballard, as set out above, and have developed and shall continue to develop the Property. Further, Developer means any subsequent heir, assigns or transferee, whereby Theresa Ballard transfers her right as Developer. Additionally, the term "Developer shall mean all owners and lessees of the property who execute the declaration or on whose behalf the declaration is executed; provided, however, that the phrase "owners and lessees," as used in this article, shall not include in his or her capacity as such any mortgagee, any lien holder, any person having an equitable interest under any contract for the sale or lease of a lot, or any lessee or tenant of the Property. From the time of the recordation of any amendment to the declaration expanding an expandable property owners' development, all persons who execute that amendment or on whose behalf that amendment is executed shall also come within the definition of "Developer". Any successors-in-title of any owner or lessee referred to in this paragraph who comes to stand in the same relation to the property owners' development as his or her predecessor did shall also come within such definition.

For purposes of this Declaration when the Developer has sold all the "Lots" (herein defined) in the Property, then enforcement of this Declaration shall inure to the benefit of the Gilmer County Wildwood Homeowners Association as further set out herein. When this Declaration refers to the Declarant it is the express intention of the Declaration to include the Gilmer County Wildwood Homeowners Association who is the successor of enforcement of this Declaration when the Developer has sold all Lots as further set out herein;

- (9) "Foreclosure" means, without limitation, the judicial foreclosure of a mortgage and the exercise of a power of sale contained in any mortgage;
- (10) "Limited common areas" means a portion of the common area reserved for the exclusive use of those entitled to occupy one or more, but less than all, of the lots.
- (11) "Lot" means any plot or parcel of land, other than a common area, designated for separate ownership and occupancy shown on a recorded subdivision plat for a development. Where the context indicates or requires, the term lot includes any structure on the lot;
- (12) "Lot Owner" means one or more persons who are record title owners of a lot;
- (13) "Mortgage" means a mortgage, deed to secure debt, deed of trust, or other instrument conveying a lien upon or security title to property;
- (14) "Mortgagee" means the holder of a mortgage;

- (15) "Officer" means an officer of the association;
- (16) "Person" means a natural person, corporation, partnership, association, trust, other entity, or any combination thereof;
- (17) "Property" means the real property that is the subject matter of this Declaration, as set out above, and any interest in the Property, including, without limitation, parcels of air space;
- (18) "Homeowners Association" or "Association" means a corporation formed for the purpose of exercising the powers of the Homeowners' association created pursuant to this article;
- (19) "Homeowners' Association Instrument" or "Instrument" means the declaration, plats and plans recorded pursuant to this article. Any exhibit, schedule, or certification accompanying an instrument and recorded simultaneously therewith shall be deemed an integral part of that instrument. Any amendment or certification of any instrument shall, from the time of the recordation of such amendment or certification, be deemed an integral part of the affected instrument so long as such amendment or certification was made in accordance with this article;
- (20) "Homeowners' Development" or "Development" means real property containing both lots and common area located within Georgia and subject to a declaration and submitted to this article.

1.

This Declaration shall be applicable to the title record owners, hereafter referred to as the "Lot Owners" of the subdivided lots (the "Lots") which appear on a Final Plat of the "Gilmer County Wildwood Subdivision" denominated with a lot number on said plat which is filed of record in the Office of Superior Court of Gilmer County, recorded in the Plat Books as further set out above in the Gilmer County, Georgia Records. Nothing herein shall be construed as an obligation on the part of Declarant to subject other phases or lots in the subdivision to this Declaration.

This Declaration is made with the express understanding that the Declarant shall include Phase II of the Wildwood Development as part of this Declaration as further set out above.

2.

The Lots subject to this Declaration shall be used for residential purposes only. No commercial activity shall be conducted on any Lot. No more than one dwelling shall be placed on a Lot. No Lot shall be further subdivided or used to access any property outside of the lots within Gilmer County Wildwood Subdivision.

The Developer shall be excepted from the application of this provision.

3.

For all Residential Dwellings the requirements as set out in Section 16 shall apply. The Declarant shall establish certain standards by and through the Architectural Review Committee and the Landscape Design Committee, so that each Lot Owner may understand the uniform procedures to be implemented by the Declarant.

With regard to the Architectural Review Committee and the Landscape Design Committee

the Declarant shall be required to provide a list of specifications for completing the application process.

**4.**

Additionally, the following provisions shall apply:

- a. There shall be no exterior construction or remodeling of the Lots without the express written permission of the Declarant as set out in Section 16 of this Declaration;
- b. Any and all construction, approved in writing by the Declarant, must comply with the design specifications of the currently existing Property;
- c. Construction of the entire dwelling shall be completed within twelve months of commencement;
- d. All yards shall be kept in a clean and attractive fashion;
- e. All construction and other improvements shall be performed in strict compliance with state and local laws, regulations, codes and ordinances;
- f. Any damage or disturbance to a road in the subdivision in connection with construction or other activity on a lot shall be the responsibility of the owner of such lot. Such owner shall, at a minimum, restore the road as nearly as practicable, to its former condition, at such owner's sole expense;
- g. Proper culverts or tiles shall be installed under all driveways, which shall have an asphalt, concrete or all weather gravel surface;
- h. No silt or other drainage arising directly or indirectly from construction shall be permitted to enter upon the lot of another owner;
- i. Any violation of any land disturbance, ordinance or law, or other land use regulation, shall be a violation hereof.

**5.**

All dwellings and other structures shall be constructed a minimum of Twenty-Five feet (25') from the right of way of the road, and Twenty-Five feet (25') from any other boundary line, unless a different setback line is depicted on the Final Plat. Along all boundaries, except those boundaries along a road in the Property, shall be a 25 foot "dead zone" which shall remain free from any construction, improvement or disturbance, except as may be allowed with the written permission of the Declarant.

**6.**

No mobile homes, manufactured, industrialized steel complexes, or Octagon Homes shall be placed on any Lot. Pre-Fabricated Homes shall only be placed on a Lot upon the review and approval by the Architectural Review Committee as further set out herein.

**7.**

No semi-tractors or other commercial vehicles of any kind shall be parked on or adjacent to a lot, except for such vehicles used during construction. No structure of a temporary character such as a basement, trailer, lean-to, tent, shack, garage, barn or other outbuilding shall be used as a residence at any time.

**8.**

The establishment, maintenance and use of all Lots with regard to the disposal of

sewerage and effluent shall be done in strict compliance with currently existing State and County Health regulations. In particular, no outside toilets shall be allowed on any lot and no waste or effluent shall be permitted to enter any streams. All sanitary arrangements must be inspected and approved by local or State Health Officers.

**9.**

No sign of any kind shall be displayed to the public view on any lot, except such signs as comply with the provisions hereof. Builders may display such signs as are normally utilized to advertise the property during the construction and sales period. After an owner closes his purchase on any lot in the Property, the only signs permitted shall be the following:

- a. A professionally prepared sign for identification purposes of not more than two (2) square feet in area;
- b. A single sign to rent or sell said lot of a type used by Brokers in the area, with the usual wording, such sign to be no more than two (2) square feet in size;
- c. In the event any such sign is unsatisfactory, the sign will be removed. These limitations shall apply to signs of all types, including banners, signs on cloth, paper, cardboard and other materials.

**10.**

No animals or fowl shall be kept on any Lot except ordinary household pets, which must be confined to the Lot unless such pet is on a leash under the direct supervision of said Lot owner or his agent.

**11.**

No fences constructed of chain link, wire, wire mesh, metal or other similar materials or likeness shall be erected. All fences must be made of wood or as otherwise approved by the Architectural Review Committee. All fences will be maintained in a neat appearance.

**12.**

No mass removal of trees will be allowed unless such is necessary for construction, or to prevent a hazard. Furthermore, no large trees shall be removed from the property except in connection with the reasonable requirements of construction and landscaping, or where such trees are dead, damaged or present a hazard as determined by a certified home casualty insurance agent or a certified tree inspector. For purposes of this section no Lot Owner shall remove any tree greater than ten (10) inches in diameter except for the provisions as set out above.

**13.**

Declarant for himself, and his successors and assigns, reserves easements for the installation and maintenance of all utilities and any necessary drainage along a strip of land twelve and one-half (12 ½) feet in width contiguous to all Lot lines and subdivision boundaries. Declarant for himself, and his successors and assigns reserves the right of ingress and egress to such areas for the purpose of maintaining, installing and operating any of the above-mentioned utilities and drainage appurtenances. The rights associated with these reserved easements are hereby conveyed and extended to the applicable utility companies and to Gilmer County, as they may be needed in the course of time. All utility wires and cables shall be installed underground.

**14.**

No noxious activity shall be conducted on any Lot or parcel of land, nor shall anything be

done thereon which shall become an annoyance or nuisance to the neighborhood, including but not limited to loud music or vehicle engines.

15.

No non-operable vehicles shall be left on any lot at any time.

16.

The Declarant shall have the authority to review any and all plans for the installation or construction of improvements upon any Lot (including building or landscape additions or deletions). No Lot owner shall engage in such installation or construction (including exterior additions or alterations) without the prior written approval of the Declarant provided however, that any application upon which a decision is not made by the Declarant within thirty (30) days of application shall be deemed approved. The Declarant shall have the authority to reject any plan that does not, in the reasonable discretion of the Declarant represent standards appropriate for the subdivision. The Declarant may likewise reject any plan if the Declarant reasonably finds that such plan would create aesthetic values that would adversely impact the monetary or common aesthetic value of the other Lots.

For the purposes of this paragraph the following shall apply:

- (1) "Construction" shall mean any and all improvements made upon the Lot. Said definition shall include, but is not limited to, interior and exterior improvements or construction performed on any Lot. This definition includes new construction and any remodeling or renovations, interior and exterior.
- (2) "Landscape Additions" or "Landscape Improvements" shall mean any and all improvements to the Landscape of any Lot. Said definition shall include, but is not limited to, grading, planting, building exterior landscape construction, placing outdoor furniture on the landscape, yard art, any removeable or nonremoveable fixtures.

Any Lot Owner(s) requesting approval for installation or construction (whether Landscape or Building) shall comply with the following:

- (1) Said Lot Owner(s) shall submit a written request to the Declarant;
- (2) Said written request shall be accompanied with an architectural design or landscape design of the improvement that the Lot Owner(s) is seeking to complete;
- (3) Said proposal shall be submitted to one or two review committees as set out in the By-Laws of the Gilmer County Wildwood Homeowners' Association. Said review committees shall be as follows:
  - (a) Landscape Design Committee: This Committee shall have the full authority to approve or deny any Landscape design plan requested by the Lot Owner. The specifications for acceptance shall be on file with the Declarant;
  - (b) Architectural Design Committee: This Committee shall have the full authority to approve or deny any Architectural design (Interior and Exterior Construction) plan requested by the Lot Owner. The specifications for acceptance shall be on file with the Declarant;
  - (c) As for the issue of painting the exterior of any Lot structure, each Lot Owner shall submit any request in writing detailing the paint color and the painter



who shall be completing the job.

- (4) On or before thirty (30) days of said submittal the Declarant shall file a written answer to the proposal unless the appropriate Committee, in its sole discretion, shall determine that further evaluation is needed. If further evaluation is recommended, then the appropriate Committee shall file a written response to the Lot Owner within the thirty (30) period as set out above of the information sought to be obtained by the Committee;
- (5) All submissions by the Lot Owner(s) shall comply with the regulations and specifications as further set out by the appropriate review committee as may be amended from time to time in accordance with the By-Laws of the Gilmer County Wildwood Homeowners Association.

**17.**

This Declaration shall inure to the benefit of and shall be enforceable by the Declarant. Additionally, said Declaration shall inure to the benefit of and shall be enforceable by the subsequent successor in authority to the Declarant which is the Gilmer County Wildwood Homeowners Association, Incorporated, hereinafter referred to as the "FOA", as set out in the By-Laws of said POA. The POA shall not have the right to enforce the provisions of this Declaration until the Developer makes a written and recorded declaration transferring the responsibilities and benefits of this Declaration to the POA as further set out below.

In the event of a violation or breach of any restriction contained in this Declaration the Declarant Owner/Tenant shall give written notice by certified mail to the breaching Lot Owner/Tenant setting forth in reasonable detail the nature of such violation or breach and the specific action or actions needed to be taken to remedy such violation or breach. If the Lot Owner/Tenant shall fail to take reasonable steps to remedy such violation or breach within thirty (30) days after the mailing of said written notice, then the Declarant shall have the Right of Abatement. The Right of Abatement means the right of the Declarant through its agents and employees, to enter at all reasonable times upon the exterior of any Lot, as to which a violation, breach or other condition to be remedied exists, and to take any actions specified in the notice to the Lot Owner/Tenant to abate, extinguish, remove, or repair such violation, breach or other condition which may exist thereon contrary to the provisions hereof, without being deemed to have committed a trespass or wrongful act solely by reason of such entry and such actions, provided such entry and such actions are carried out in accordance with the provisions of this article. The cost thereof including the costs of collection including reasonable attorneys' fees shall inure to the detriment of the Lot Owner/Tenant responsible for above failure to act. Nothing herein shall be deemed to affect or limit the rights of Declarant, the Declarant to enforce the terms and provisions hereof by appropriate judicial proceedings in the form of injunctive relief or otherwise. Should such abatement necessitate court action, the breaching Lot Owner/Tenant shall pay all legal costs, fees and damages to the Declarant if found at fault or in breach of this Declaration.

This Declaration shall inure to the benefit of and be enforceable by the POA twelve (12) months from the date that the Developer has sold 100% of all interest in the Lots to Lot Owners.

At such time as the Developer has sold 100% of all interest in the Lots to Lot Owners,

then the Developer shall have the right to exercise a twelve (12) month period of time before this Declaration inures to the benefit of and is enforceable by the POA. At any time between the date that the Developer has sold 100% of all interest in the Lots to Lot Owners and a period of twelve (12) months, the Developer shall have the right to sign and record a statement formerly transferring the rights and responsibilities of this Declaration to the POA.

No later than twelve (12) months from the date that the Developer has sold 100% of all interest in the Lots to Lot Owners, the Developer shall sign a statement declaring that all the rights and responsibilities of this Declaration shall inure to the benefit of the POA. Additionally, the POA shall sign the same statement accepting all the rights and responsibilities of this Declaration that are currently held by the Developer.

**18.**

Lot Owners/Tenants, by acceptance of a written or verbal lease or entering into the purchase/lease of property in said Development, covenant and agree to pay to the Declarant or any subsequent successor in authority to the Declarant, a monthly Maintenance Fee a membership fee of Twenty-Five Dollars (\$25.00) per month, which is Three Hundred Dollars (\$300.00) per year, per Lot, and such Special Assessments that may hereafter be charged by said Declarant in accordance with the By-Laws of the POA. If any special assessments is charged by the Declarant to the Lot Owner, then such amount shall be apportioned equally between all Lot Owners.

The Declarant shall keep on file a Common Area Maintenance Annual Budget which details the cost of all expenditures incurred by the Declarant as a result of the obligations of the Declarant further set out herein. (A sample of which is attached hereto and marked as Exhibit "A").

The Declarant shall be responsible to set the budget each year in accordance with the above.

The purpose of any Special Assessment, if any, assessed by the Declarant, shall be to apportion equally to each and every Lot Owner(s) the amount of revenue necessary for the Declarant to provide for the services as further set out in the Budget, further described herein.

The Declarant shall be required to collect competitive bids before deciding on which entity shall be selected for the particular service so that the Declarant may fulfill its requirements under this Declaration.

Said assessments shall be assessed against each Lot Owner(s) equally on the first (1<sup>st</sup>) day of each year (January 1<sup>st</sup>) and during each month of the year, or in such other manner as the Declarant shall designate, in equal installments.

**19.**

To provide for the appropriate amount of capital, each Lot Owner shall pay to the Declarant the equivalent of Two Hundred Dollars (\$200.00) Maintenance Fees (and the pro-rata share of any special assessment as further set out above) to be used by the Declarant as a "Reserve Fund". Said amount shall be paid by the each Lot Owner to the Declarant at the time of the real estate closing or transfer of Deed from the Seller (whomever the same may be, including, but not limited to, the Developer, the POA or other record title holder of the Lot) to

the Lot Owner.

Additionally, each Lot Owner shall pay to the Declarant the equivalent of twelve (12) months prepaid Maintenance Fees at the time of the real estate closing or transfer of Deed from the Seller (whomever the same may be, including, but not limited to, the Developer, the POA or other record title holder of the Lot) to the Lot Owner. Said prepaid amount shall be applied to the Maintenance Fee due from the Lot Owner to the Declarant for the first twelve (12) months of the ownership of the Lot by the Lot Owner.

**20.**

The assessments as further set out above shall be used by the Declarant for the purpose of maintaining the Property and for the safety, efficiency and protection of the Tenants, Owners and the Property and for such other purposes which may from time to time be authorized by the Board of Directors of the Declarant or the POA. Services of the Declarant include, but are not limited to, the following:

- (1) The maintenance and development of the roadways within the Property;
- (2) The maintenance and development of the Common Areas within the Property;
- (3) Declarant shall keep and maintain access to each Lot in good condition, reasonable free of rubbish, and throughout the term hereof. The use of the public street adjoining each Lot shall at all times be subject to such reasonable rules and regulations as Declarant may promulgate uniformly for all Lot Owner/Tenants and subject to all applicable governmental rules and regulations;

**21.**

In the event that said Maintenance Fees or special assessments are not paid when due, such amounts owed shall bear interest at the rate of ten percent (10%) per year from the date of delinquency.

Further, in the event it becomes necessary to take any legal action to collect any delinquent payments, and any interest thereon, there shall be added to such amount reasonable attorneys' fees and all court costs incident thereto.

All assessments and fees shall be due and payable to the Declarant, which shall be accomplished by paying with cash, check or other negotiable instrument to the POA, together with any interest or legal fees or court costs incident thereto, if any. All said assessments and fees shall be a charge upon the Lot of each Lot Owner/Tenant, and shall be a continuing lien upon said Lot.

The lien of the annual Maintenance Fees and assessments shall be subordinate to the lien of any First Deed to Secure Debt now or hereafter placed upon any lot so long as the same has been lawfully recorded in the Deed Records of the Gilmer County Courthouse and said recordation is prior in time to the recordation of the lien of annual fees.

In the event of a Foreclosure on any Lot, then in that event, the lien shall be extinguished so long as the First Deed to Secure Deed was recorded as set out above and was prior in time to the recordation of the lien of fees.

Such Foreclosure shall not relieve such Lot Owner from liability under the lien of any dues or assessments thereafter becoming due.

Such Foreclosure shall not relieve the Lot Owner foreclosed upon from paying any and

all dues and assessments due up to and prior to the date of Foreclosure as the same is a covenant to pay money on the part of each Lot Owner.

In the event that any Lot Owner/Tenant shall be delinquent in paying the annual fees or special assessments of the Gilmer County Wildwood Subdivision provided for herein, then in that event, the Declarant shall not be limited in the remedies for which to collect said amount. All the remedies available under the terms of this Declaration of Covenants, Conditions and Restrictions may be used by the Declarant or the POA in seeking to enforce the same, which include, but are limited to, filing a lien upon the Property, Foreclosing upon said Lien, filing a Complaint for Collection of dues against the Lot Owner of the delinquent Lot Owner/Tenant seeking a personal money judgment against said Lot Owner/Tenant.

**22.**

The sidewalks, passages, exits, entrances and driveways to the Lots shall not be obstructed by any of the Lot Owner/Tenants or used by them for any purpose other than for ingress to and egress from their respective premises. The sidewalks, passages, exits, entrances and driveways are not intended for use by the general public and Declarant shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the judgment of Declarant would be prejudicial to the safety, character, reputation, or interest to the Property, Declarant or Lot Owner/Tenants. Nothing herein contained shall be construed to prevent access by persons with whom any Lot Owner/Tenant normally deals in the ordinary course of its business unless such persons are engaged in illegal activities.

**23.**

Each and every Lot Owner(s) shall have a right and easement of entry and exit, use and enjoyment in and to the Common Property which shall be appurtenant to and shall pass with the title to any Lot, subject to the following provisions:

- (a) The right of the Declarant to provide for the exclusive use and enjoyment of specific portions of the Common Property at certain designated times by an Lot Owner, his or her family, tenants, guests, and invitees or by a separate group or entity;
- (b) The right of the Declarant to suspend the voting rights of a Lot Owner and the right of a Lot Owner to use the recreational facilities available for use by the Community, if any, for any period during which any assessment against his Lot which is hereby provided for remains unpaid; and, for a reasonable period of time for a violation of the Declaration, Bylaws, or rules and regulations;
- (c) The right of the Declarant to borrow money for the purpose of improving the Common Property, or for constructing, repairing, or improving any facilities located or to be located on the Common Property, and to give as security for the payment of any such loan a Mortgage conveying all or any portion of the Common Property. However, the Mortgage given by the Declarant shall be subject and subordinate to any rights, interests, options, easements and privileges reserved or established for the benefit of Declarant, or any Lot or Lot Owner, or the holder of any Mortgage, irrespective of when executed,

- given by Declarant or any Lot Owner encumbering any Lot or other property located within the Community (Any provision in this Declaration or in any Mortgage given by the Declarant to the contrary notwithstanding, the exercise of any rights in the Mortgage by the holder of the Mortgage in the event of a default shall not cancel or terminate any rights, easements or privileges reserved or established in this Declaration for the benefit of Declarant, or any Lot or Lot Owner, or the holder of any Mortgage, irrespective of when executed, given by Declarant or any Lot Owner encumbering any Lot or other property located within the Community.) No mortgage conveying all or a portion of the Common Property shall be effective unless an instrument agreeing to the Mortgage has been approved by Owners holding at least two-thirds (2/3) of the total vote of the Declarant, by the Declarant (so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article 10), and be the holder of the Existing First Mortgage (so long as the Existing First Mortgage remains in effect); and
- (d) The right of the Declarant to dedicate or transfer all or any portion of the Common Property subject to any conditions agreed on by the Declarant and by the holder of the Existing First Mortgage (so long as the Existing First Mortgage remains in effect). No dedication or transfer of the Common Property shall be effective unless an instrument agreeing to the dedication or transfer has been approved by Owners holding at least two-thirds (2/3) of the total Association vote, by the Declarant (so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article 10), and by the holder of the Existing First Mortgage (so long as the Existing First Mortgage remains in effect);
- (e) Any Unit Owner may delegate his right of use and enjoyment in and to the Common Property to the members of his family, his tenants and guests. An Owner shall be deemed to have made a delegation of all these rights to the occupants of the Owner's Unit, if leased.

**24.**

All rights reserved under this Declaration to the Declarant shall inure to the benefit of and be enforceable by the Declarant, his heirs, successors or assigns and the subsequent POA, in the event that the Declarant elects to transfer the ownership of the remaining Lots to the POA, solely and exclusively. This provision shall supersede any and all other language to the contrary as set out above in this Declaration.

**25.**

The covenants, conditions, restrictions, and reservations of this Declaration, exclusive of all easements reserved by or on behalf of the Declarant, shall run with and bind the land and the purchaser of any lot or parcel of land in said subdivision, together with the purchaser's heirs, assigns and successors, subject to this Declaration for an indefinite period from the time said Declaration has been recorded in the Clerk's Office of the Superior Court of Gilmer County, Georgia, pursuant to the terms of O.C.G.A. § 44-5-60, in that presently the Gilmer County Board

of Commissioners has not enacted any zoning laws wherein the Property lies. In the event that the Gilmer County Board of Commissioners legally adopts zoning law, then in that event, said Declaration shall extend for a period of twenty (20) years from the date said zoning laws are enacted. In the event that the Gilmer County Board of Commissioners enacts zoning laws and the subsequent twenty (20) year term begins to run, then in that event this Declaration shall be automatically extended for successive additional terms of twenty (20) years each unless terminated or otherwise amended by article 21 or a successor statute.

**26.**

It is understood and agreed by the Lot Owner/Tenant and the Declarant that if the Lot Owner/Tenant assigns their respective interest herein to any individual or individuals, corporation, syndicate or other business association the liability and obligation of such assignee shall be the same as that provided for the Lot Owner/Tenant herein; and by accepting such assignment the assignee expressly assumes the Owners/Tenants obligations hereunder. Such assignment, however, shall not be effective unless the assignee expressly assumes Owners/Tenants obligations hereunder.

**27.**

**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.**

**It is expressly understood and agreed upon by all Lot Owner(s) that by purchasing a Lot within Wildwood Subdivision that there is a Forty (40) Foot Right-of-Way, hereinafter referred to as the "Roads", for egress and ingress into the Development. Said Roads are private roads of the Subdivision.**

**The Plats of Survey for Wildwood Subdivision, Phase One and Phase Two, demonstrate that the Property Line of each Lot Owner goes to the centerline of the Roads. Although said Plats of Survey show the Property Line, the actual Property Line shall be to the margins of the Road which connects to each Lot. Therefore, the Property Line for each Lot Owner(s) is the margin of the Road Easement as further set out above and as further set out in the Plats of Survey for Wildwood Subdivision, Phase One and Phase Two.**

**28.**

This agreement shall bind, and inure to the benefit of, the parties hereto, their heirs, administrators, executors, successors and assigns.

**29.**

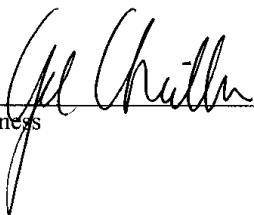
Any invalidation of one or more of these covenants or restrictions shall in no way effect any of the remaining provisions herein, which shall thereafter remain in full force and effect.

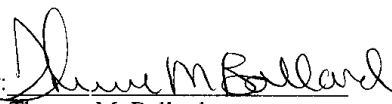
**30.**

This Declaration may be amended at any time and from time to time by a document as described hereafter, which document shall be recorded in the Clerk's Office of Superior Court of Gilmer County and cross-referenced to this Declaration. Should an amendment be deemed necessary to the provisions of this Declaration, a ballot shall be prepared which asks a clear and concise question as to whether this Declaration shall be amended as stated thereon. Each

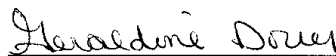
response shall be by the legal owner(s) of record of lots within the Gilmer County Wildwood Subdivision, and shall be so stated upon each ballot. Each signature shall be notarized and witnessed. Upon an affirmative or negative vote by the owners of two-thirds (2/3) majority, the amendment shall be considered legally binding upon proper recording. All Lot Owners shall be notified in writing by certified mail of the results of any ballot which amends this declaration. All fees and costs associated with any such amendment shall be the sole responsibility of the Lot Owners that propose and present the amendment. The cost of an amendment creating effort shall create a monetary responsibility of all Lot Owners.

IN WITNESS WHEREOF, the Grantors have signed and sealed this Declaration, the day and year first above written.

  
\_\_\_\_\_  
Witness

By:   
\_\_\_\_\_  
Theresa M. Ballard  
Developer/Declarant

Sworn and Subscribed to me  
this 26<sup>th</sup> day of March, 2004.

  
\_\_\_\_\_  
Notary Public

