

STATE OF GEORGIA
COUNTY OF GILMER

Cross Reference Deed Book 1263, Page 185

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**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR ABBOTT MILL SUBDIVISION**

THIS AMENDED DECLARATION of Covenants, Conditions and Restrictions is made this 26th day of April, 2012, by B&T Land Investment, LLC, a Tennessee limited liability company, hereinafter referred to as "Owner". Owner has an interest in a portion of the following described property, commonly known as Abbott Mill Subdivision:

All that tract or parcel of land being in Land Lots 225 and 244 of the 10th District, 2nd Section, Gilmer County, Georgia, as shown on Plat of Survey prepared by Mark E. Chastain, Georgia Registered Land Surveyor No. 2718, as the Final Plat of Survey for Abbott Mill. Said Plat of Survey is dated March 30th, 2006 and recorded in Plat Book 47, Pages 46-55, Gilmer County, Georgia Records.

The Property consists of the following divided lots:

Lot Number	Acreage
Lot 1:	3.82 acres
Lot 2:	4.21 acres
Lot 3:	3.96 acres
Lot 4:	4.64 acres
Lot 5:	3.71 acres
Lot 6:	2.56 acres
Lot 7:	2.49 acres
Lot 8:	2.53 acres
Lot 9:	2.60 acres
Lot 10:	6.04 acres
Lot 11:	2.57 acres

Lot 12:	3.77 acres
Lot 13:	3.03 acres
Lot 14:	2.64 acres
Lot 15:	2.62 acres
Lot 16:	2.80 acres
Lot 17:	3.20 acres
Lot 18:	2.88 acres
Lot 19:	2.99 acres
Lot 20:	3.14 acres
Lot 21:	3.45 acres
Lot 22:	3.36 acres
Lot 23:	1.84 acres (see below)
Lot 24:	2.96 acres
Lot 25:	2.88 acres
Lot 26:	3.08 acres
Lot 27:	3.07 acres
Lot 28:	3.08 acres
Lot 29:	3.07 acres
Lot 30:	3.10 acres
Lot 31:	3.03 acres
Lot 32:	2.83 acres
Lot 33:	2.50 acres
Lot 34:	2.50 acres
Lot 35:	2.50 acres
Lot 36:	4.38 acres
Lot 37:	2.50 acres
Lot 38:	2.50 acres
Lot 39:	2.50 acres
Lot 40:	2.50 acres
Lot 41:	2.50 acres
Lot 42:	2.86 acres
Lot 43:	2.53 acres
Lot 44:	3.48 acres

Lot 45:	2.90 acres
Lot 46:	3.86 acres
Lot 47:	4.01 acres
Lot 48:	4.38 acres

Together with all that tract or parcel of land lying and being in Land Lots 225 and 244 of the 10th District, 2nd Section of Gilmer County, Georgia as shown on Plat of Survey prepared by Mark E. Chastain, Georgia Registered Land Surveyor No. 2718, consisting of 1.84 acres, and being identified as **Lot 23**. Said Plat of Survey is dated March 13, 2012 and is recorded in Plat Book 55, Page 94 Gilmer County, Georgia records.

The description as set out above of “Abbott Mill Subdivision” shall hereinafter be referred to as the “Property”.

Owner wishes to amend and modify the existing Declaration of Covenants, Conditions and Restrictions for Abbott Mill Subdivision dated May 8, 2006 (hereinafter referred to as “Declaration”) and recorded in Deed Book 1263, Page 185-199 Gilmer County, Georgia records for the benefit and protection of the future and present owners of the lots and for the establishment and maintenance of sound market values for the lots. Owner is authorized to amend the existing Declaration pursuant to the terms of paragraph 31 of the Declaration in that Owner prepared and submitted a ballot to all of the Lot Owners in Abbott Mill Subdivision, and said amendment was approved by at least two-thirds (2/3) majority, thus making the amendment legally binding upon recording. All other provisions of the original Declaration shall remain in full force and effect unless specifically amended herein. The amended provisions and paragraphs contained herein shall replace the paragraphs in the original Declaration in their entirety, and shall supersede and replace the paragraphs in the previously recorded Declaration.

The original restrictions and the amendments contained herein are intended to run with the land, and to inure 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 original Declaration and restrictions, as well as the amendments contained herein, are intended to be

mutually enforceable by and upon all such parties, which shall include the Association, its 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. Owner as defined herein shall constitute the Board of Directors until Owner sells seventy-five percent (75%) of the Lots currently owned by Owner, or until Owner resigns and turns over the control of the Homeowner's Association to the property owners, whichever shall first occur. Upon the occurrence of either of the previously defined events, the property owners shall elect the successor Board of Directors;
- (2) "Building" means any construction on any Lot purchased by the Lot Owner after 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 **ABBOTT MILL**

PROPERTY OWNERS' ASSOCIATION, INC., hereinafter referred to as the "POA", as further set out herein;

- (7) "Declaration" means the recordable instrument creating covenants upon property which covenants are administered by the POA in which membership is mandatory for all owners of lots in the POA;
- (8) "Developer" means the person or persons who currently own the Property as set out above and have developed and shall continue to develop the Property. Further, Developer 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 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 POA as further set out herein. When this Declaration refers to the Declarant it is the express intention of the Declaration to include the POA 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) "Property Owners Association" or "Association" means a corporation formed for the purpose of exercising the powers of the POA created pursuant to this article;
- (19) "Property Owners 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 and integral part of the affected instrument so long as such amendment or certification as made in accordance with this article;
- (20) "Property Owners 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 "**ABBOTT MILL 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 Book 47, Pages 46-55 Gilmer County, Georgia Records. TOGETHER WITH that lot 23 as shown on that plat of survey recorded in Plat Book 55, Page 94, said 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.

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. No Lot shall be used to access any property outside of the

Lots within the Property nor shall any Lot in this Development be accessed by any property that is not in the Property of this Development.

3.

For all Residential Dwellings the requirements as set out herein 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. All homes will be site built homes with a minimum of **1,400** square feet for single level homes and a minimum of **2,000** square feet for a fully two story multi level homes with a base footprint of a minimum of **1,400** square feet.

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 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 (12) months of commencement;
- (d) All yards shall be kept in a clean and attractive fashion for both improved and unimproved lots;
- (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 a surface as approved by the Declarant;
- (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 the following distances:

- (a) Twenty feet (20') from the side of each Lot;
- (b) Twenty-Five feet (25') from the front of each Lot;
- (c) Forty feet (40') from the rear of each Lot;
- (d) If a different setback line is depicted on the Final Plat then such setback line shall control.

Along all boundaries there shall be a Fifteen foot (15') "dead zone" which shall remain free from any construction, improvement or disturbance, except as may be allowed with the written permission of the Declarant.

All setback lines shall be subject to being increased upon the passage of an amendment to the present zoning ordinance as set forth by the Gilmer County Board of Commissioners.

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. All permanent improvements shall be stick built construction only. RV's and camping in professional camping equipment and tents is permitted on their Lot prior to and during construction of their residence for no more than **seven (7) cumulative days** a month. No unsupervised or uncontained fires shall be permitted on any lot. All fires shall be contained in a small pit, and kept away from overhanging branches. All fires shall be in accordance with governing local ordinances regarding fire safety and hazard. All waste and trash must be properly removed. RV's can only be stored on property behind or beside an improvement on the property and are not permitted to extend past the front face of the home.

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, bam or other outbuilding shall be used as a residence at any time.

8.

No hunting shall be allowed on the Property of any kind. Hunting shall be defined as the usage of the term as designated by the Georgia Department of Natural Resources and as incorporated into O.C.G.A. §27-1-2.

9.

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.

10.

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, which signs shall in no event be larger than two (2) square feet in area. 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 customarily 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.

11.

No animals or fowl shall be kept on any Lot, except ordinary household pets as approved in writing by the Declarant. All animals, as approved in writing by the Declarant, shall be confined to the Lot unless such pet is on a leash under the direct supervision of said Lot owner or his agent.

12.

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.

13.

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 an imminent 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 twelve (12) inches in diameter except for under the limited circumstances set out above.

All trees to be removed under the provisions of this Declaration shall be only as approved by the Architectural Review Committee as set forth herein.

14.

Declarant for itself and its 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.

15.

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.

16.

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

17.

Except for original and initial construction of improvements by the Declarant on any Lot or upon any other area of the Properties, which such construction is and shall be exempt from the provisions of this Section, no building, wall, fence, ornamentation or other structure or improvements of any nature shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure and landscaping as may be required by the Architectural Review Committee (hereinafter "ARC") have been approved in writing by the ARC. Each building, wall, fence or other structure or improvements of any nature, shall be erected, placed or altered upon the premises only in accordance with the plans and specifications and plot plan so approved and consistent with the Architectural Guidelines specified in Appendix A. Refusal of approval of plans, or approval thereof, specifications and plot plans, or any of them, may be based on any grounds, including purely aesthetic grounds,

which in the sole and uncontrolled discretion of said ARC seem sufficient and necessary for the preservation of the development. The ARC shall have the discretion to grant variances from the requirements set forth in the Declaration and any amendments thereto. Any change in the appearance of any building, wall, fence or other structure or improvements and any change in the appearance of the landscaping (excepting the planting of flowers and shrubs indigenous to the area), shall be deemed an alteration requiring approval. The ARC shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph and the Declaration and any amendments thereto. Owner as defined herein shall constitute the ARC until Owner sells seventy-five percent (75%) of the Lots currently owned by Owner, or until Owner resigns and turns over the control of the ARC to the HOA, whichever shall first occur. Upon the occurrence of either of the previously defined events, the Board of Directors of the Association shall appoint the ARC.

The ARC may employ personnel and consultants to act for it or on its behalf. In the event of death, disability or resignation of any member of the ARC, the remaining members shall have full authority to designate a successor. The members of the ARC shall not be entitled to any compensation for services performed pursuant to this covenant. The ARC shall act on submissions to it within thirty (30) days after receipt of same, or else the request shall automatically be deemed approved. Requests and submissions shall, however, be in such form and contain such information as the ARC may require prior to its being required to act.

The ARC shall have the power and authority to establish architectural and building standards and such rules and regulations as it deems appropriate. The ARC may establish a fee to cover the expense of reviewing plans and related data at the time plans are submitted for review in order to compensate any consulting architects, landscape architects, urban designers or attorneys.

Any Owner may appeal the decision of the ARC to the Board of Directors, provided that all parties involved comply with the decision of the ARC until such time, if any, as the Board of Directors amends, confirms, or reverses the ARC's decision. Appeal petitions must be legibly written, state the grounds for appeal and be submitted to the Board of Directors within three (3) days of the decision of the ARC. The Board of Directors shall act upon the appeal by amending, reversing or confirming the decision of the ARC within fifteen (15) days of receipt of the petition. The Board of Director's decision shall be by majority vote.

The paint, coating, stain and other exterior finishing colors on all buildings may be maintained as that originally installed, without prior approval of the ARC, but prior approval by the ARC shall be necessary before any such exterior finishing color is changed.

No approval of plans and specifications and no publication of architectural standards shall be construed as representing or implying that such plans, specifications, or standards will, if followed, result in properly designed improvements. Such approvals and standards shall not be construed as representing or guaranteeing that any building or other improvement built in accordance therewith will be built in a good and workmanlike manner. Neither Owner, Declarant, the Association, Developer, nor the ARC shall be responsible or liable for any defects in any plans or specifications submitted, revised, or approved pursuant to the terms of this Article, nor any defects in construction under such plans and specifications.

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, and building exterior landscape construction, placing outdoor furniture on the landscape, yard art, any removable or non-removable fixtures.

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

(1) Said Lot Owner shall submit a written request to the ARC;

(2) Said written request shall be accompanied with an architectural design or landscape design of the improvement that the Lot Owner is seeking to complete;

The exterior of all improvements shall be natural wood, **solid log**, stone, brick or any combination of these materials. Wood textured cement board is permitted. All vinyl and aluminum siding is prohibited. **All log veneer and log siding (D-log) is prohibited.**

Block, brick, rock, stone or stucco foundations are permitted. No exposed bare masonry walls shall be allowed.

Windows and doors must be of sound quality, workmanship, and installed properly. Visible outside bare metal frames are prohibited.

Satellite dishes over twenty-six (26) inches in diameter shall be prohibited.

Out buildings are allowed but no pre-fabricated, metal, or plastic outbuildings will be permitted. All out buildings must be pre-approved before installation.

Detached garages are permitted, but shall be constructed of the same exterior material as the main home.

18.

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 POA, 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 shall give written notice by certified mail to the breaching Lot Owner 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 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 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 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 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.

19.

The Association shall assess an Annual Assessment in the amount of Two Hundred & 00/100 Dollars (\$200.00) per year. The Annual Assessment shall be assessed against each Lot Owner equally on the first (1st) day of each year (January 1st), and prorated for the year at closing.

If any special assessment is charged by the Association to the Lot Owner, then such amount shall be apportioned equally between all Lot Owners. The Association 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. The Declarant shall be responsible to set the budget each year in accordance with the above.

20.

Paragraph 20 of the original Declaration has been omitted in its entirety. [This eliminated an additional \$200 annual assessment to serve as a reserve fund.]

21.

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;

- (a) The maintenance and development of the roadways within the Property;
- (b) The maintenance and development of the Common Areas within the Property;
- (c) 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 Owners and subject to all applicable governmental rules and regulations;

22.

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, 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 shall be delinquent in paying the annual fees or special assessments of the Property 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, tiling a lien upon the Property, Foreclosing upon said Lien, tiling a Complaint for Collection of dues against the Lot Owner of the delinquent Lot Owner seeking a personal money judgment against said Lot Owner.

23.

The sidewalks, passages, exits, entrances and driveways to the Lots shall not be obstructed by any of the Lot Owner 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. Nothing herein contained shall be construed to prevent access by persons with whom any Lot Owner normally deals in the ordinary course of its business unless such persons are engaged in illegal activities.

24.

Each and every Lot Owner 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 1), 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 1), and by the holder of the Existing First Mortgage (so long as the Existing First Mortgage remains in effect);
- (e) Any Lot 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 Lot, if leased.

25.

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.

26.

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 a period of twenty (20) years 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 enacted any zoning laws wherein the Property lies.

This Declaration shall be automatically extended for successive additional terms of twenty (20) years each unless terminated or otherwise amended by Article 31 or a successor statute.

27.

It is understood and agreed by the Lot Owner and the Declarant that if the Lot Owner 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 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.

28.

Streets in this Subdivision are county roads as set defined in O.C.G.A. § 32-4-41, et seq. and O.C.G.A. § 32-3-1 and are owned and maintained by Gilmer County and 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 Gilmer County, body politic. The right of way and banks in the Subdivision shall continue to be the maintenance and responsibility of the Declarant and the subsequent POA at the cost of the Declarant and the POA.

29.

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

30.

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.

31.

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 Property, 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 or statutory overnight mail delivery 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.

BK:1729 PG:37

IN WITNESS WHEREOF, Owner has signed and sealed this Declaration this the _____ day of April, 2012.

B&T Land Investments, LLC

By: Tom Leach
Tom Leach – Managing Member

Karen M. Smith
NOTARY PUBLIC



Jennifer Jones
Unofficial Witness