

**These Covenants have been retyped from the original. You should not rely on their accuracy for making any decisions or the like. The copy filed and recorded with Gilmer County should be obtained and consulted.**

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
OAKRIDGE MOUNTAIN COMMUNITY

THIS DECLARATION is made this 10<sup>th</sup> day of February, 1999, by JAMES L. CANTRELL, PHIL J. HAGIN AND BRADLEY KEITH CANTRELL, hereinafter "Declarants". Declarants are the owners of certain real property located in Land Lot 50, 11<sup>th</sup> District, 2<sup>nd</sup> Section, Gilmer County, Georgia.

The Declarants propose to subdivide the property into lots for sale to the general public. By this Declaration, Declarants intent 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 for the establishment of sound values for the lots. The restrictions herein are intended to run with the land, and to inure to the benefit of and be binding upon each interest so conveyed or served 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 Declarants, their heirs, successors and assigns. It is the Declarants' intention that this Declaration, the real property subject hereto, and the homeowners association created in accordance herewith be governed by the Georgia Property Owners' Association Act.

1.

This Declaration shall be applicable to these subdivided lots (the "Lots"), roads and other improvements which appear on Plats for JAMES L. CANTRELL, PHIL J. HAGIN AND BRADLEY KEITH CANTRELL (the "Plats") denominated with a lot number on the Plats, which are filed of record in Plat Book 32, Pages 214 and 215 in the Office of Superior Court of Gilmer County. This Declaration shall also be applicable to any Lots in any future phase 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. No more than one dwelling shall be placed on a Lot; and no Lot shall be further subdivided.

3.

No dwelling shall have less than 1500 square feet, with at least 1,000 square feet on the ground floor, of finished, heating living space, exclusive of porches, carports, garages, patios, etc. Each dwelling shall be built on a permanent foundation. Construction of the

exterior of a dwelling shall be completed within twelve months of commencement, and all dwellings, including any garage, shall be constructed with an attractive wood siding. With the exception of foundations, no building shall be constructed of concrete block, and all roofs shall have customary pitch. All exterior concrete block or poured concrete shall be covered by rock, stucco, or other decorative material. No commercial, short-wave or other type of conspicuous antennae shall be permitted, with the exception of ordinary television antennae. Satellite dishes shall be kept in the backyard or behind a screen acceptable to the Association. All yards shall be kept in a clean and attractive fashion. All construction and other improvements shall be performed in strict compliance with state and local laws, regulations, codes and ordinances. Any damage or disturbance to a road or water system 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 and water system, as nearly as practicable, to its former condition, at such owner's sole expense. Proper culverts or tiles shall be installed under all driveways, which shall have asphalt, concrete or all-weather gravel surface. No silt or other damage to enter upon the Lot of another owner. Any violation of any land disturbance ordinance or law, or other land use regulation, shall be a violation hereof.

4.

No mobile homes, manufactured, or pre-fabricated homes shall be placed on any Lot. The location of recreational vehicles on Lots shall be subject to regulation by the Association (as described below), as the same may be amended from time to time. Motor homes, recreational vehicles, campers, boats or boat trailers or like equipment shall not be permitted on any Lot on a permanent basis (not to exceed forty-eight (48) consecutive hours) unless such vehicle is kept in an enclosed space approved by the Association and screened from the street; or kept behind a dwelling; and shall be subject to the further restrictions and limitations which may be imposed by the Association. No semi-tractors or other commercial vehicles shall be parked on or adjacent to a Lot, except for such vehicles used to commute to and from work. No structure of a temporary character such as a basement, trailer, lean-to, shack, garage, barn or other outbuilding shall be used as a residence at any time.

5.

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

6.

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

7.

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 or landscaping, or where such trees are dead, damaged or present a hazard.

8.

Declarants for themselves, and their successors and assigns, reserve easements for the installation and maintenance of all utilities and drains along a strip of land twelve and one-half (12 ½) feet in width contiguous to all Lot lines and subdivision boundaries, and as may be shown on the Plat. Declarants for themselves, and their successors and assigns, reserve the right of ingress and egress to such areas for the above-mentioned utilities and drains. All utility wires and cables shall be installed underground. All Lots shall be entitled to use of water from the community water system, subject to a reasonable charge therefore; and the owners of such Lots shall have an easement necessary for the proper enjoyment of such right.

9.

No noxious activity shall be carried 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.

10.

No Lot or other area in the subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, including, but not limited to, junk vehicles of any sort and household waste; and shall be kept clean and in a sanitary condition. No stumps or other debris from clearing or excavation shall be buried or disposed of on a Lot.

11.

Lot owners in the subdivision, by acceptance of a deed or entering into a contract for the purchase of a Lot in the subdivision shall become members of the Oakridge Mountain Community Association (“Association”), a non-profit Georgia corporation, and covenant and agree to pay to the Association annual membership dues and such special assessments (collectively, the “Dues and Assessments”) as may hereafter be charged by the Association in accordance with its charter and bylaws. For a period of two (2) years from the filing date of this Declaration or until such time as the Declarant shall sell or otherwise dispose of seventy-five (75%) per cent of the lots in the subdivision, whichever shall occur first, the Declarants shall be entitled to appoint the directors of the Association. Such period of developer control may be shortened (but not lengthened) at the election of the Declarants. At the expiration of such period, the directors of the

Association shall be elected by the owners of Lots on the basis of one vote per Lot. Nothing herein shall be construed as limiting the right of the Declarants to exercise any vote to which it may be entitled by virtue of its ownership of Lots. Notwithstanding the provisions of O.C.G.A. Section 44-3-226, during the period of developer control, this Declaration may be amended by a two-thirds vote of the Lots entitled to vote, including any votes which the Declarants are entitled by virtue of ownership of Lots.

The Dues and Assessments shall be used by the Association for the purpose of maintaining roads and water system within the subdivision and any entrance structure or security gate, if any, and related equipment, and for other purposes which may from time to time be authorized by the Board of Directors of the Association. **IT IS THE RESPONSIBILITY OF THE ASSOCIATION TO KEEP THE ROADS IN THE SUBDIVISION IN PROPER MAINTENANCE AND REPAIR.** The Declarants shall have the right to turn over the roads and/or water system in the subdivision to the association at any time upon completion to applicable specifications.

The Dues and Assessments, together with charges, interest, costs and reasonable attorney's fees, in the maximum amount permitted by law, shall be a lien upon the Lot against which Dues and Assessments are made on the due date thereof. Such amounts shall also be the personal obligation of the person or entity who was the owner of the Lot on said due date. Each owner shall be liable for his or her portion of each assessment coming due which he or she is the owner of a lot and his or her grantees shall be jointly and severally liable for such portions thereof as may be due and payable at the time of conveyance.

Any assessments not paid when due shall be delinquent. Any assessment delinquent for a period of more than thirty (30) days shall incur a late charge of 10% of the amount due. Said amount together with the late charge shall accrue interest at the maximum allowable rate. In the event the assessment remains unpaid after sixty (60) days, the Association may, as the board shall determine, institute suit to collect such amounts and to foreclose its lien. Each Owner, by his or her acceptance of a deed to a Lot, vests in the Association or its agents the right and power to bring all actions against him or her personally for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien herein shall be subject to any security interest securing a bona fide purchase money loan or refinancing thereof made previous to the date of attachment of said lien.

12.

The Association shall have authority to review any and all plans for the installation or construction of improvements upon any Lot. No Lot owner shall engage in such installation of construction (including exterior additions or alterations) without the prior written approval of the Association; provided however, that any application upon which a decision is not made by the Association within thirty (30) days of application shall be deemed approved. The Association shall have the authority to reject any plan which does not, in the reasonable discretion of the Association, represent standards appropriate for

the subdivision. The Association may likewise reject any plan if the Association reasonable finds that such plan would create aesthetic values which would adversely impact the monetary or common aesthetic value of the other Lots.

13.

- a. This Declaration shall inure to the benefit of and shall be enforceable by (i) the Declarants so long as they are an Owner, (ii) the Association, and (iii) Each Owner of a lot in the subdivision.
- b. In the event of a violation or breach of any restriction contained in this Declaration the Association shall give written notice by certified mail to the 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 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 Association (or the Declarants, acting on their behalf during the period of developer control) shall have the Right of Abatement.
- c. The Right of Abatement means the right of the Association, through its agents and employees, to enter at all reasonable times upon any Lot or structure thereon, as to which a violation, breach or other condition to be remedied exists, and to take the actions specified in the notice to the owner to abate, extinguish, remove, or repair such violation, breach or other condition which may exist 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 be a lien against the Lot on which such action is taken. Nothing herein shall be deemed to affect or limit the right of Declarants, the Association or any Owner to enforce the terms and provisions hereof by appropriate judicial proceedings in the form of injunctive relief or otherwise.

14.

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

IN WITNESS WHEREOF, the undersigned do set their hand and seal.