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Dena M. Adams, C.S.C.  
White County, GA



**Alpine Terrace Residents Association  
2 Alpine Terrace  
Santee, GA. 30571**

## **Restated Declaration of Protective Covenants**

### **For "Alpine Terrace", White County, GA.**

**Made and published this Twenty Fourth day of May, 2012**

**Witnesseth:**

**Whereas**, Andrew J. Daniel was the original owner / developer of Alpine Terrace, a subdivision located in White County, Georgia, and **Whereas**, Alpine Terrace Residents Association, (hereafter referred to the Association), has been formed as a non-profit association for the purpose of assuming responsibilities which are relinquished by the developer, and **Whereas**, the members of the Alpine Residents Association are the present owners of the majority of lots in "Alpine Terrace" shown on plat of survey conducted by T.M. Patton and Associates, White County Surveyor, dated January 26, 1989, and recorded in Office of Clerk, Superior Court, White County, Georgia, in Plat Book 19, pages 173, 174, 175, and being the tract of land located in land lot 138 of the 3<sup>rd</sup> District of White County, Georgia. (Amended December 15, 2005) And, **Whereas**, the Association desires to provide for the preservation of the values and amenities in said community and for the continued maintenance and operation of such recreational and common facilities; and, to this end, desire to subject the real property to the protective covenants, restrictions, easements, assessments and liens hereinafter set forth, each of which is and are for the benefit of said property owner thereof, and to make provision for subjecting other real property which may be developed as part of said community to this Declaration and to other declarations containing protective covenants, restrictions, easements, assessments and liens and **Whereas**, there have been established for said Subdivision certain restrictive covenants, a copy of which appears in Deed Book 627 page 432, White County Deed Records, and **Whereas**, said restrictive covenants provide procedures for the amendment and extension of said restrictive covenants, and which procedures have been observed.

Now, therefore, the following **restated restrictive covenants** are adopted and all properties in Alpine Terrace subdivision are hereby subjected to this Declaration.

All properties in Alpine Terrace subdivision, (described in Exhibit "A" attached hereto and made a part of hereof), shall be held, transferred, sold, conveyed, used, occupied, and encumbered subject to this declaration.

## **#1—Type of Building—Residential Purposes Only**

All said lots and land shall be used exclusively for residential purposes and for no other purpose. No type or kind of building shall be erected, altered, placed or permitted to remain on the property conveyed, other than residential.

Not more than one single family dwelling house shall be erected or constructed on anyone lot, nor more than one building for a garage.

The house shall be occupied by no more than one family. One family is defined to include any renter of said property. If a member lives in the house, they may not rent part of the house to an additional family, or if the house is rented to a non-member, this non-member must be described as one single family.

No daily, weekly or monthly rentals shall be allowed. The minimum rental period shall be one year. A written rental agreement is required, and a copy shall be provided to the Association prior to occupancy by the renter. The property owner shall be responsible for any damages caused in Alpine Terrace by their tenants, guests, or residents. The Association shall be empowered to levy a fine equal to the damages against the involved property owner.

Each owner shall be allowed to construct out buildings for use in conjunction with the occupancy of the property, which shall include, but not limited to pools and bath houses, greenhouses, gazebos, and utility buildings all of which must conform to the existing structure.

No lot may be sub-divided resulting in any lot or sub-divided lot containing less than one acre. No metal buildings will be allowed, and no building which has previously rested upon a foundation may be moved upon any portion of the property.

No exterior walls of any buildings, structures or improvements constructed, or to be constructed on the property shall have any exposed concrete block or poured concrete exposed surfaces.

Except as herein provided, no mobile homes, double-wide mobile homes camping trailers, non-self contained recreational vehicles, camper tents, shacks, modular homes, or similar structures shall be erected, moved or placed upon said premises or street, or occupied or used in any manner whatsoever, including as a full or part-time residence. There are two exceptions; namely a self-contained motor home (RV) may be parked thereon while the owner is in residence within their house, but the motor home shall not be used for a residence or as defined above, nor permitted to be parked upon any street. The other exception is one utility trailer with a bed less than 65 square feet may be parked behind the front line of the house on the premises, but shall not be parked otherwise or on any street. If any of these restrictions are violated, the owner will be fined ten dollars (\$10) per day or more if deemed by the Board of Directors from the time of notification to the day the item is removed. Such fines shall be defined as assessments and acted upon per Section 11 of this document. The maximum fine shall be the greater of either one thousand dollars (\$1000) or what is permitted per Georgia law.

No temporary trailers or campers are allowed while a house or structure is under construction.

Each property owner shall provide space for parking at least two (2) vehicles off the street, prior to occupancy of any dwelling constructed on said lot.

No on-street overnight parking is permitted. On-street daytime parking shall allow two vehicles to traverse in opposite directions without any added difficulty; in such a manner that parked vehicles do not impair the safety or ease of passing the parked vehicle(s). Vehicles in violation of these parking regulations may be towed and impounded at the property owner's expense.

#### **#2---Size of Dwelling**

No residence shall be constructed containing less than one thousand (1000) square feet of enclosed, heated floor space (exclusive of porches, carports, basements, patios, and similar items of construction).

All building exteriors must be completed within six (6) months from the day construction begins. Materials used on exteriors must meet minimum property standards of the F.H.A.

#### **#3---Location of Building on Site**

No building or structure may be nearer than 15 feet to the sides, or 20 feet from the back lines, nor nearer than 25 feet to the front lot line of the road right of way.

All the existing building set backs are considered grandfathered in, up to August 2002. All new construction thereafter, must meet county code set back requirements.

#### **#4---Garbage and Refuse Disposal**

No part of said land shall be used or maintained as a dumping ground for rubbish or garbage. Household trash, garbage, and other wastes shall be kept in secured and sanitary containers. All household wastes shall be disposed of properly by removal from Alpine Terrace via personal transport or by engaging a waste management company.

#### **#5---Fires**

No incineration of household wastes shall be allowed. All fires require a White County burn permit. All fires shall be constructed and managed per County ordinances and recommendations. Open fires shall be attended to until completely extinguished.

#### **6---Protection of Graded Areas**

Any freshly graded and / or exposed land shall be planted with grass or covered with hay, straw, pine bark or sawdust as quickly as possible, and in no case shall bare land be exposed for a period of more than thirty (30) days. Every owner shall make every reasonable effort to preserve and protect the trees and natural plant life from destruction, especially the white pine, hemlock, dogwood, and large hardwood trees, as well as the rhododendron and mountain laurel.

#### **#7---Easement for Utilities**

There is hereby reserved to Declarant the power to grant blanket easements for installing, repairing, replacing, and maintaining all utilities, including but not limited to, water, sewers,

telephone, gas, cable television, satellite dish, and electricity.

Distribution of electric power lines, telephone lines, and other utilities or systems on all lots shall be underground, except with the prior written consent of the Declarant.

Except with the prior written permission of the Association, first had and obtained, no water well shall be sunk or drilled on any lot.

All sanitary facilities, tanks and wells must be approved as to location and construction by the White County Board of Health.

Water service must be ¾" PVC Schedule 40, or equal for any new or replacement lines.

#### **#8--Roads**

Property owners shall have the rights of ingress and egress over, upon, and through the road easements as shown in the above referred Plat of Property, and all easements for all public utilities and water lines and well sites are reserved under and over all lots as well as the non-exclusive right of ingress and egress over and upon the sixty (60) foot easements which may traverse one or more of the sub-divided lots shown on the above referred to Plat of Survey. Declarant specifically reserves the right of ingress and egress over, upon, and through all sixty (60) foot easements, together with the right to convey such rights of ingress and egress, to serve other property either now owned, or hereafter acquired, by Declarant.

Individual lot owners are responsible for all damage done to roads and driveways by the lot owner, their visitors, builders, subcontractors, and those working for the lot owner while in transit or by construction of dwellings or houses or any other structure on said owners individual lot. Normal wear and tear on streets and roads is excepted. The structure of the paved streets is similar to private driveways as opposed to regular public roads that are designed and built for heavier and higher speed traffic. Foremost for safety of people and wildlife, and to also maintain the integrity of the pavement, the maximum speed limit shall be fifteen (15) miles per hour.

Declarant expressly and specifically reserves the right, without further assent or consent of any other property owner, to dedicate all, or any portion of any sub-division roads to White County, Georgia.

#### **#9--Commercial Activities**

No commercial business establishment of any nature is to be built, nor shall any commercial operation be conducted, on any lot. No commercial signs may be erected or maintained on any lot.

#### **#10-- No Noxious Activities**

No noxious trade, offensive activity, business, or manufacturer or industrial use shall be permitted on any lot or living units, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood. No activity shall be carried on upon said land which would constitute an unreasonable and substantial interference with the use and enjoyment

of the land by the residential owners thereof. There shall be no loud activities after eleven (11) pm.

No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats, or other domesticated animals which may be kept provided that they are not kept, bred, or maintained for any commercial purpose. Household pets must not run loose or be a nuisance to the neighborhood. Pets shall be kept leashed when not on the owner's property.

No unregistered or inoperable motor vehicles shall be moved or kept on any lot, and no motorcycles, off-road vehicles such as but not limited to all-terrain-vehicles, trail bikes, or three or four wheeled vehicles shall be operated on any of the roads or property subject to these covenants, except licensed motorcycles are permitted the same normal use of the roads and streets as other cars and light trucks. No truck with three (3) or more axles, and / or a gross vehicle weight of 10,000 pounds or more shall be operated on any of the roads or property covered by these covenants, except for delivery purposes.

### **#11—Assessments**

The expense for maintaining the common areas and roads shall be born equally by the members (lot owners) through an annual assessment as determined in the association By-Laws. (Amended December 15, 2005)

Each property owner shall be solely responsible for the upkeep and maintenance of their property. This includes but is not limited to picking up trash and mowing of grass.

A One-Time Construction Impact Fee of One Thousand Dollars (\$1000.00) per lot for all new home construction shall be assessed the respective lot owner PRIOR to commencement of construction. This non-returnable, non-refundable fee is to help offset expense incurred due to the impact and damage done to the Association infrastructure during the construction process.

Other assessments may be deemed necessary by an Association membership majority vote to cover unforeseen expenses needed to maintain the infrastructure on Alpine Terrace.

All assessments shall be due irrespective of use or non-use by any lot owner. All assessments shall constitute a lien on the property and a personal obligation of the lot owner at the time the assessment is due. If assessments are not paid within thirty (30) days from the due date, they shall bear interest at the maximum legal rate allowed by Georgia law, and the Association may bring action against the property owner personally obligated to pay the same and / or foreclose its lien against the lot to which it relates. Such property owner, by the acceptance of a deed or other conveyance of a lot, vests in the Association the right and power to bring all actions against said owner for the collection of such assessments as a debt and to foreclose the lien in an appropriate legal proceeding.

Any attorney fees incurred due to the collection of dues or assessments or the enforcement of any of the articles in the Protective Covenants and By-Laws are to be paid by the property owner whose delinquent fees or violation of any of the articles in the Protective Covenants and By-Laws have caused the Attorney's Bill, provided that the Association prevails in the legal action.

### **#12---Miscellaneous**

There shall be no discharging of firearms or fireworks anywhere upon the property.

The term "Declarant" wherever herein used, shall include the Declarants named, his or their heirs, successors and assigns.

Every grantee or beneficiary of any interest in any portion of the property, by acceptance of a deed, lease, usufruct or other conveyance or transfer of such interest, whether or not it shall be expressed in any such deed or other conveyance or transfer and whether or not such grantee or beneficiary shall consent in writing thereto, shall be bound by these covenants.

It is expressly provided that a breach of any or the Protective Covenants or conditions herein set out shall not defeat or render invalid the lien of any mortgage, security deed, or deed of trust made in good faith and for value, as to the said premises or any part thereof; but said Protective Covenants and conditions shall be binding upon and effective against any owner or any lot or lots within said property whose title thereto is acquired as a result of foreclosure, sale under power, trustee sale, or otherwise as to the ownership and use by any owner who so acquired title.

The provisions of these Protective Covenants may be enforced individually by Declarant, any subsequent owner, or any association of subsequent owners, either individually or collectively, and either or all may exert any claim either in law or in equity to enjoin and / or recover damages for breaches of these Protective Covenants.

Invalidation of any of these Covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

These Protective Covenants are cumulative of those Protective Covenants set forth on the Plat of Survey recorded in Plat Book 19, pages 173, 174, 175, Office of Superior Court, White County, Georgia.

Amendments to the Protective Covenants and By-Laws can be made at any time by an affirmative vote of majority, (more than half; 50%) of the total votes of the Members of the Association. Voting rights are on the basis of one vote per member "in-good-standing". (IE those whose annual dues and assessments are current at the time of voting).

Special assessments in shortfall of cost for capital improvements can be levied at any time by a majority vote of the Board.

Fines may be levied on the basis of each day of a continuing violation with a single notice and opportunity for correction of said violation. The maximum fine shall be the greater of one thousand dollars (\$1000) or what is the maximum allowed by the state of Georgia.

IN WITNESS WHEREOF, the undersigned Board of Directors has executed these presents this day, May 24, 2012 in White County, Georgia.

Vice President

Kenneth S. Moore

Secretary

Judith Winski

Executed in the presence of:

Witness

Hope Murray

Notary Public

Theresa Oak

