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BOOK PAGE RECORDED  
FALLING WATERS SUBDIVISION  
PROPERTY OWNERS ASSOCIATION, INC.

2K01701  
HABERSHAM COUNTY  
STATE OF GEORGIA

This Declaration of Consolidated Protective Covenants, Conditions and Restrictions made and published this 6 day of April, 2002, by the Falling Waters Property Owners Association, Inc.;

WITNESSETH:

That whereas, the members of the Falling Waters Property Owners Association, Inc., are the owners of all the property which composes Block A and Block B of Falling Waters Subdivision as shown on plats of survey made by Hubert Lovell, RLS, under date of July 19, 1984, recorded in Plat Book 20, Page 145, Habersham County, Georgia Records (Block A); under date of May 22, 1985, recorded in Plat Book 21, Page 133, Habersham County, Georgia Records (Block B).

Whereas, it is the interest and advantage of said owners of property in Falling Waters Subdivision and to each and every person who shall hereafter purchase a tract in said subdivision, that Amended Consolidated Protective Covenants governing and regulating the use and occupancy of the Subdivision be established, set forth and declared to be Covenants running with the land; and

Whereas, these Amended Consolidated Protective Covenants were placed before the membership of the Falling Waters Property Owners Association, Inc. and were approved by a 2/3 majority vote of said Property Owners Association:

Now, therefore, for and in consideration of the premises and of the benefits to be derived by said Falling Waters Property Owners Association, Inc., and each and every subsequent owner of any of the tracts in said subdivision, Falling Waters Property Owners Association, Inc., does hereby expressly amend those aforementioned Consolidated Protective Covenants declared for Block A and Block B of Falling Waters Subdivision as recorded in Deed Book 284, Page 696, and amended at Deed Book 285, Page 593; Deed Book 303, Page 27; and Deed Book 314, Page 47, Habersham County, Georgia Records; and does hereby set up, establish, promulgate and declare the following Amended Consolidated Protective Covenants, Conditions and Restrictions to apply to all of said tracts into all person hereinafter owning said tracts, or any of them. These Amended Consolidated Protective Covenants shall become effective immediately and run with the land and shall be binding on all persons claiming under and through said subdivision and Property Owners Association, Inc. for a period of twenty years from the date hereof and until rescinded or modified as hereinafter provided:

1. **USE FOR RESIDENTIAL PURPOSE ONLY.** The property conveyed shall be used for residential purposes only and no other purposes. Not more than one family single dwelling shall be allowed on any one lot and no lot shall be subdivided into lots containing less than one and one half acre of land each. No business, trade, profession or commercial activity or calling of any kind except a home office shall be conducted in any building or any portion of the property conveyed. Further, no guest cottage permitted under these covenants may be rented separately from the main dwelling in conjunction with which it is used.

2. **TYPE OF BUILDING/MAINTENANCE.** No type or kind of building shall be erected, altered, placed or permitted to remain on the property conveyed other than single family dwellings and out-buildings for use in connection with the occupancy of the property which include, but not limited to green-houses, gazebos and utility buildings. All homes must have a private garage with a minimum capacity of two and a maximum capacity of three passenger automobiles, or have an acceptable equivalent-capacity carport.

The exterior walls of all buildings constructed or to be constructed on the property conveyed herein shall be of material acceptable to the Falling Waters Property Owners Association and of no other materials.

The construction of all buildings shall be of such materials as would be in harmony with the surroundings and would not constitute an eye-sore.

All buildings are to be maintained in good repair and all property is to be maintained so as not to constitute an eye-sore. All fences shall be subject to the approval of the Property Owners Association, Inc.

3. **SIZE OF DWELLINGS.** (A) No one story dwelling shall be erected on any lot where the heated living area thereof shall be less than one thousand four hundred (1,400) square feet.

(B) No two story dwelling shall be erected on any lot where the main floor heated living area thereof shall be less than one thousand (1,000) square feet. To qualify as a two story dwelling under this provision, the second story must be above the level of the main floor and contain a minimum of four hundred (400) square feet of heated floor space.

(C) Any dwelling constructed as a guest cottage for use in conjunction with the main dwelling shall not contain less than eight hundred (800) square feet of heated living area.

These minimum requirements of square foot ground area shall be exclusive of garages, porches, carports, patios and similar unheated and/or non-living spaces.

4. **ANIMALS.** No poultry houses of any kind will be permitted. No animals, livestock, pigs, sheep or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats or other domesticated animals provided that they are not kept, bred or maintained for any commercial purpose. Household pets may not run loose or be a nuisance to the neighborhood.

5. **TEMPORARY BUILDINGS.** No temporary building, trailer, mobile home, modular home, basements, tent, shack or any other type of temporary or structure shall be erected or placed upon this property, or used as a dwelling therein, except a motor home or camper/travel trailer may be parked thereon while the owner is in residence, but such motor home or camper/trailer shall not be used for a residence. Such motor homes and camper/travel trailers shall be parked out of sight or in an enclosed structure approved by the Property Owners Association, Inc..

All exterior construction of any building erected or placed in the subdivision must be completed and a certificate of occupancy obtained from the appropriate governmental authority (as required) within twelve (12) months of the commencement of construction of said building unless an express extension of this time limit is granted by the Property Owners Association, Inc..

6. **LOCATION OF BUILDING ON SITE.** No dwelling, garage, guest cottage or out-building, except a gazebo or picnic facility, shall be located on any building site nearer to the front line nor nearer to a side or rear lot not nearer to any structure on any adjacent lot or building site than the setback line shown on the subdivision plat, nor nearer than thirty feet to any stream.

7. **GARBAGE AND REFUSE DISPOSAL.** No part of said land shall be used or maintained as a dumping ground for rubbish or garbage. Trash, garbage and other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

8. **PROTECTION OF STREAMS.** No use of any of said property shall be allowed which would in any way result in pollution or diminution of the flow of any stream running through said property. The owner of a parcel of property may temporarily divert water for the use of a water wheel, fish pond or the like so long as the water is returned to the stream without adversely affecting the flow or quality of water and without adversely affecting the right of the adjoining owner.

9. **EASEMENTS FOR UTILITIES.** There is hereby reserved to Falling Waters Property Owners Association 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 and electricity.

10. **ROADS.** Each owner of a lot in said Subdivision shall have an easement for ingress and egress over and along Falling Water Drive. No road within said subdivision may be extended so as to provide access to any adjoining property without the express written consent of the Falling Waters Property Owners Association, Inc., and no easement for a road shall be granted through any lot which would allow access to any adjoining property without the express written consent of the Falling Waters Property Owners Association, Inc..

11. **PROPERTY OWNERS ASSOCIATION, INC.** A non-profit corporation has been formed for the general purposes outlined in the Articles of Incorporation of the Falling Waters Property Owners Association, Inc.. Each lot owner shall be a member of the Property Owners Association, Inc., and entitled to vote as provided in the By-laws of the Property Owners Association, Inc.

An equal assessment shall be made against all lots. In addition, an equal assessment shall be made against the lots served by the private roads, for which said private roads are used as access, for maintenance of said private roads. Any unpaid assessment shall constitute a lien against the lots for which the assessment is unpaid and such lien may be perfected by filing an affidavit in the Clerk of Court's office of Habersham County, Georgia. All costs of preparing and recording liens shall be equally divided among the number of liens being filed at that time and such costs shall be added to the amount of each lien.

The Falling Waters Property Owners Association, Inc., reserves the right to add adjoining land as part of the subdivision and any such addition may be made subject to these covenants at the option of the Property Owners Association, Inc..

12. WATER SYSTEMS. A well has been installed on Lot 10 in Block A, which shall be used to provide water for Lots 10, 11, 13, 14, 15 and 16 in said Block A. A pump has been installed with water lines along the road to serve these lots. At time of tap on, the owner of each lot will be required to supply a WX252 well extrol or equivalent air trap system. The owners of said Lots 10, 11, 13, 14, 15 and 16 shall be assessed on an equal basis for the cost of maintenance and repairs to this system. The Property Owners Association may elect to install other water systems to serve other lots.

13. NO NOXIOUS ACTIVITIES. No noxious trade, offensive activity, business manufacture or industrial use shall be permitted on any lot or living unit, 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. Tanks for storage of fuel maintained on any lot shall be buried or enclosed. No unregistered or inoperable motor vehicle shall be moved or kept on any lot, and no trail bikes, ATVs or similar vehicles shall be operated on any roads or property subject to these covenants.

14. TERM. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for the initial period hereinabove stated and for successive periods of twenty (20) years unless an instrument signed by a two-thirds (2/3) majority of the then owners of the lots, exclusive of parties who may hold title or lien to secure indebtedness, has been recorded among the deed records of Habersham County, Georgia, agreeing to change these Covenants in whole or part. A two-thirds (2/3) majority of the owners of tracts in said subdivision may at any time amend and alter the terms of these covenants.

15. INTERPRETATIONS/ENFORCEMENT. All interpretations of these amended covenants by the Board of Directors of the Property Owners Association, Inc. shall be final and binding.

All plans for the construction or modification of structures subject to these amended covenants shall be subject to written approval of the Board of Directors of the Property Owners Association, Inc., which approval shall not be unreasonably withheld.

Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violations or to recover damages.

16. EFFECT OF FORECLOSURE OF LIEN. It is expressly provided that a breach of any of 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 of any lot or lots within said subdivision whose title thereto is acquired as a result of foreclosure, sale under power, trustee's sale, or otherwise, as to the ownership and use by any owner who so acquires a title.

17. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

The Clerk of Court is hereby directed to make a marginal reference of these Amended Covenants on the following Deed Book and Pages: Deed Book 198, Page 555; Deed Book 206, Page 24; Deed Book 284, Page 696; Deed Book 285, Page 593; Deed Book 303, Page 27; Deed Book 314, Page 47, Habersham County, Georgia Records.

IT WITNESS WHEREOF, the undersigned duly authorize officers of the Falling Waters Property Owners Association, Inc., have hereunto set their hands and affixed their seals, this 6 day of April, 2002.

FALLING WATERS PROPERTY OWNERS ASSOCIATION, INC.

Raymond W Powell (SEAL)  
Signature/Title RAYMOND POWELL President

Donna Clayton (SEAL)  
Signature/Title Treasurer

[Signature]  
Witness [Signature]



FALLING WATERS  
Property Owners Association, Inc., P. O. Box 92, Demorest, GA 30535

2006 SEP 28 AM 9:

AMENDMENT TO  
2002 AMENDED CONSOLIDATED PROTECTIVE COVENANTS  
FALLING WATERS SUBDIVISION  
PROPERTY OWNERS ASSOCIATION, INC.  
EFFECTIVE OCTOBER 29, 2005

Book Page Recorder  
David C. Wall

By two-thirds (2/3) majority vote at the Falling Waters Annual Meeting on October 29, 2005, the following sentence is added to Paragraph 11 of the Amended Consolidated Protective Covenants made and published April 6, 2002, Book 548, Page 830:

**"Delinquent property owners shall pay all costs for the collection of delinquent assessments and enforcement of these Covenants, including but not limited to court costs and reasonable attorney's fees actually incurred."**

FALLING WATERS PROPERTY  
OWNERS ASSOCIATION, INC.

*Robert L. English* (SEAL)  
Signature/Title *President*

*Victoria A. Powell* (SEAL)  
Signature/Title *Secretary*

*Heather Sims*  
Witness

*Cheryl D. English*  
Notary Public  
Commission expires  
*January 30, 2010*



FALLING WATERS PROPERTY OWNERS ASSOCIATION, INC.  
P.O. Box 92 Demorest, GA 30535

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Book Page 1 and 2  
David C. Wall

AMENDMENT TO  
2002 AMENDED CONSOLIDATED PROTECTIVE COVENANTS  
FALLING WATERS SUBDIVISION  
PROPERTY OWNERS ASSOCIATION, INC.  
EFFECTIVE MARCH 26, 2009

By two-thirds (2/3) majority vote at a Special Meeting of the Falling Waters Property Owners Association, Inc. on March 26, 2009, the following sentence is removed from the second paragraph of Section 11 of the Amended Consolidated Protective Covenants made and published April 6, 2002, Book 548, Page 830:

*"In addition, an equal assessment shall be made against the lots served by the private roads, for which said private roads are used as access, for maintenance of said private roads."*

Also by a two-thirds (2/3) majority vote at the above referenced meeting the following paragraph is added to Section 10 of said Amended Covenants:

*"Each property owner on a private road owns to the middle of that private road. The maintenance of that private road shall be the responsibility, physically and financially, of all lot owners with a lot or lots having access from the specific private road."*

FALLING WATERS PROPERTY OWNERS ASSOCIATION, INC.

*Michael Hays* (SEAL) President  
Signature/Title

*Barbara Maul* (SEAL) Treasurer  
Signature/Title

*[Handwritten Signature]*  
Witness

*[Handwritten Signature]*  
Notary Public



**PROTECTIVE COVENANTS  
FALLING WATERS SUBDIVISION  
PROPERTY OWNERS ASSOCIATION, INC.**

**Contents**

Copies of the current protective covenants and amendments are attached. The current covenants, which are recorded in the deed books of Habersham County, GA, are the following:

1. "Consolidated Protective Covenants Falling Waters Subdivision Property Owners Association, Inc.", April 3, 1992. Book 284, page 696.
2. "Amendment to Protective Covenants", April 22, 1992, Book 285, Page 593.
3. "Amendment to Protective Covenants", June 15, 1993, Book 303, Page 27.
4. "Amendment to Protective Covenants", January 29, 1994, Book 314, Page 47.

**Summary**

1. The lot may be used for residence only and not for any business, trade, or commercial use.
2. The house must be a single-family dwelling; only one single-family building per lot.
3. The garage size must be for at most three cars.
4. All outbuildings must be of allowed type ( greenhouse, gazebo, utility, etc. ).
5. Construction must be in harmony with surroundings and not an eyesore.
6. Buildings must be of approved size (exclusive of porch, carport, etc.): single story covers 1400 square feet of land, two story covers 1000 square feet of land. Guest cottage contains 800 square feet of living area.
7. Buildings shall be behind setbacks shown on plat (30 feet from property boundary).
8. All buildings, except a gazebo or picnic facility, shall be at least 30 feet from any stream.
9. Fuel tanks must be buried or enclosed.
10. Trash must be kept in sanitary containers.
11. Only dogs and cats may be kept.
12. No poultry houses are permitted.
13. Dogs may not run loose and no animals may be a nuisance.
14. There may not be easements to other property, except those approved by the Property Owners Association.
15. Streams may not be diverted or polluted.
16. The land may not be used for any dumping.
17. There shall be no noxious business or industrial use.
18. There shall be no unregistered vehicles on lot.
19. There shall be no temporary buildings on the lot.
20. There shall be no occupied motor homes on the lot.