

DECLARATION OF RESTRICTIONS AND COVENANTS
FOR NORTH RIDGE SUBDIVISION

FILE #08-708
GEORGIA
RABUN COUNTY

THEREFORE, the Developers declare that the following restrictive covenants are placed upon the real property described upon Exhibit "A" attached and incorporated hereto and shall constitute covenants running with the land.

1. Membership in the Northridge Property Owner's Association is automatic upon the vesting of title in the individual lot or tract owners. The Association shall govern itself in accordance with its By-Laws and the General Statutes of the State of Georgia.
2. All tracts shall be residential and no residence shall be constructed thereon of less than 1400 square feet of heated living area, and all such structures must be completed on the exterior within twelve months after the date construction of same shall commence except where such construction is impossible, or would result in great hardship to the owner or builder due to strikes, fires, national emergencies or natural calamities.
3. No mobile homes, modular homes, or travel trailers shall be allowed on any lot, nor shall any motorcycles or motorbikes be operated without factory installed muffler and spark arrestor - motorcycle or bike to be used for ingress or egress only on completed roads.
4. No noxious or offensive activities shall be carried on upon any tract nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighbors.
5. No disabled vehicles or appliances shall be allowed to remain on any lot.
6. Dogs or household pets must be leashed or trained so that they will not molest any person or other animal.
7. All fuel tanks, garbage receptacles or similar storage receptacles shall be suitably framed or shielded from view.
8. All roads shall be considered green belts and it shall be the responsibility of each lot owner to provide adequate parking space for automobiles on his lot in order to prevent parking on the common roadways.
9. No business establishment is to be built nor any commercial operation conducted on any of the tracts.
10. The grounds of each tract, whether vacant or occupied, shall be maintained in a neat and attractive condition.
11. All residence or other structures shall be set-back from platted roads a minimum of 20 feet and no closer than 15 feet to any side lot line.
12. The pursuit of hobbies or other activities, including specifically without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly or unkept conditions, shall not be pursued or undertaken in the front yard or any lot, or in any driveway, garage, carport or other place where such condition is visible from any street.
13. No lumber, brick, stone, cinder block, concrete or any other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be

stored on any lot except for purposes of construction on such lot and shall not be stored on such lot for longer than that length of time reasonably necessary from the construction in which same is to be used.

14. No chicken houses or hog lots shall be operated or permitted on the property.

15. In the event the Developers acquire title to real property adjoining the property hereinabove described, Developer may, if it so elects, subject same to this Declaration. If subsequently acquired property is subjected to the provisions hereof, owners thereof shall have all rights and duties of owners of property subjected to this Declaration including their right of ingress and egress across subdivision streets and roads.

16. The right is reserved to utilize all water sources on the property for the good of the development such rights may be exercised, but these reservations shall not be considered an obligation of the developers to provide or maintain any such utility or service.

17. In the event a property owner desires to sell, then said property shall be offered for sale to the Property Owners Association at the same price at which the highest bona-fide offer has been made for the property, and the said Association shall have 10 days within which to exercise their option to purchase said property at this price, and should the Association fail or refuse, within 10 days after receipt of written notice of the price and terms forwarded via registered mail, return receipt requested, to exercise their option to purchase said property at the offered price, then the owner of said property shall have the right to sell said property subject however to all covenants and limitations herein contained.

18. No lots may be subdivided into less than 3 acres each.

19. Developers reserve into themselves, their successors and assigns, an appurtenant easement upon the lands of their grantees for the purpose of installing utilities. Utilities include but are not limited to electrical transmission and distribution lines, cable T.V., telephone, water and sewer. This easement includes the right to go upon the lands of the grantees to inspect, prepare, install, maintain, repair, replace utilities or do any other act reasonably necessary to the enjoyment of this easement. The location of this easement shall be in the roadways, along the boundary lines or at any other place reasonable appropriate for such installation. The words "successors" and "assigns" mean those entities who purchase the Developers' interests in the property and who actively pursue the development of the property for profit or shall mean the Property Owner's Association or shall mean a public utility, but shall not mean those individual parties who purchase tracts or lots for residential purposes.


20. All roads except for driveways within the Northridge Community shall be easements owned by the Property Owner's Association and shall be dedicated for the ingress and egress of the Association members. Maintenance of the roads shall be the responsibility of the Association. The Association shall have the right to assess its members on a pro-rata basis, for the construction, improvement and maintenance of the roads and utilities. The annual assessment shall be a permanent charge and lien upon the member's property and shall be enforceable by the Association or by any individual tract owner by the appropriate proceeding in law or equity. Assessments shall be established by the Board of Directors for the Association as prescribed by its By-Laws.

The Developer reserves unto himself, his heirs and assigns a perpetual non-exclusive easement over the roads in Northridge Community, except driveways for ingress and egress to the other property of the Developer.

There is also conveyed herewith a perpetual non-exclusive easement for ingress and egress to and from the tracts in Northridge Community over and across that certain road which extends from Woodall Road to Northridge Community and to the tracts in Northridge Community a portion of said road is shown on the plat prepared by T. Lamar Edwards, dated revised November 15, 1986, and recorded in Plat Book 34, page 32.

21. The covenants and restriction of the Declaration shall run with and bind the land and shall remain in force and effect and inure to the benefit of the property owners and be enforceable by the property owners or any one of them subject to this Declaration. However, modifications or changes herein may be made as provided in the Association's By-Laws. The grantees of any deed or other conveyance of any interest in said property, whether or not it shall be so expressed in such deed or other conveyance, shall be bound by the terms and provisions hereof and shall take their interest in said tract subject to the provisions of this Declaration and the Association's By-Laws.

22. Each owner shall pay a road maintenance fee of \$200.00 per year until amended by the Northridge Home Owner's Association.




Edwin C. Ross (L.S.)
Seller

Seller (L.S.)

Signed, sealed and delivered in the presence of the undersigned notary public on this 22nd Day of November, 1996.



Witness



Notary Public

My Comm. Expires: 7-10-98

Aug 30 2005 2:17PM

CUMMINGS & DILLARD

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P. 2

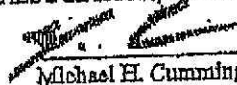
ORIGINAL

GEORGIA, RABUN COUNTY
 FILED FOR RECORD August 10
 TO 02 AT 4:50 P.M.
 RECORDED August 11, 2005
 IN BOOK NO. 008 PAGE 342
Michael H. Cummings CLERK

SECOND MODIFICATION OF
 DECLARATION OF RESTRICTIONS AND COVENANTS
 FOR NORTHRIDGE SUBDIVISION

RE: THOSE RESTRICTIVE COVENANTS RECORDED AT DEED BOOK
 6916, PAGES 473 - 496.

PREPARED FOR AND AT THE REQUEST OF THE BOARD OF DIRECTORS OF
 THE NORTHRIDGE OWNERS ASSOCIATION, INC. BY:


 Michael H. Cummings II, LLC
 Attorney at Law
 State Bar No. 201711

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 W.C. Drayer 1568
 Clayton, Georgia 30525
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SECOND MODIFICATION OF
DECLARATION OF RESTRICTIONS AND
COVENANTS FOR NORTHERIDGE SUBDIVISION

THIS SECOND MODIFICATION OF DECLARATION OF RESTRICTIONS AND COVENANTS RECORDED AT DEED BOOK _____, PAGES _____, RABUN COUNTY, GEORGIA RECORDS, is made this 11th day of August, 2005 by the undersigned Board of Directors of Northridge Owners Association, Inc., pursuant to the By Laws of Northridge Owners Association, Inc., and any amendments thereto.

WHEREAS, Article 21. of the Original Declaration of Restrictions and Covenants for Northridge Subdivision allows for modifications and changes to be made to those declarations pursuant to the By Laws of the Northridge Owners Association, Inc.; and

WHEREAS, the By Laws of the Northridge Owners Association, Inc., allow for the amendment of the Declaration aforementioned by an affirmative vote of the majority of the Board of Directors.

WHEREAS until such time as the Declarants elect to call for an annual meeting and elect officers the Declarants may elect to be the sole members of the Board of Directors, and are represent the sole members of the Board of Directors; and

WHEREAS, as of the date of the execution of this modification the Board of Directors of Northridge Owners Association Inc., consist of Declarants Edwin C. Pass and Mary George Pass; and

WHEREAS, the Declarants have, as the Board of Directors of Northridge Owners Association, Inc., voted affirmatively and unanimously to modify the Declarations;

NOW, THEREFORE, the Declaration of Restrictions and Covenants for Northridge Subdivision are hereby amended and modified as follows:

1.

There will be a \$3,000.00 (two thousand dollar) charge, payable to the Northridge Owners Association, Inc., assessed against the purchaser of any lot sold after August 1, 2005, at such time as the owner commences any improvement upon the lot. This money is to be utilized by the Association for repairs to the road system. This charge is not applicable to any lot which is under contract for sale as of August 1, 2005. The liability of each Owner of a lot for such charge, with interest and any costs of collection including but not limited to court costs and attorney's fees, shall be a charge on and a continuing lien upon the Lot against which such charge is made. Lot owners shall be liable for this charge immediately upon commencement of any work or improvement on their lot, and payment shall be made no later than thirty days

thereafter.

2.

The Declarants will erect a fence at the back of Standing Rock Drive in order to prevent four wheelers and other off road recreational vehicles from entering the subdivision. The maintenance of the fence shall hereafter be the responsibility of the Association.

3.

The Association shall appoint one homeowner who owns a lot on each separate road to be an advisor to the Association on the needs of the road on which he or she owns a lot.

4.

No lot owner shall remove more than 50% (fifty percent) of the existing trees on their lot, unless such person has filed a plan and had such plan approved by the Association's Board of Directors which plan shall include provisions for the planting of grass, landscaping and reforestation. Trees shall mean any tree exceeding 8" (eight inches) in diameter as measured at a point on such tree 4 1/2' (four and one half feet) above the surface of the ground. In no event shall any lot owner remove more than 50% (fifty percent) of the trees on any view side of their property.

5.

No structure or improvement on any lot may extend more than 36' (thirty-six feet) as measured from the highest point at which foundation of such structure intersects the ground, above the uppermost point of the ridge top. This height restriction shall not apply to water, radio or television towers or any equipment for transmission of electricity, nor shall it apply to minor vertical projections of a private home such as a chimney, flagpoles, steeples, turrets, antennas, poles or wires.

6.

The exterior color of any dwellings, building, appurtenance or improvement of any kind placed upon any lot, shall be designed to blend into the color of the surrounding vegetation so as to be aesthetically pleasing and harmonious with the vegetation and with the color and contour of the land. The Association shall have the right to disapprove any color scheme which shall be submitted to the Association's Board of Directors at least 30 (thirty) days prior to creation of any such improvement. Should the Association's Board of Directors fail to approve or disapprove any color scheme after 30 days of same being submitted to it in writing then the scheme shall be deemed approved, by way of example, the colors and shades of green, brown, earth tones and other similar colors are encouraged. White, pink, blue, and other light colors should be avoided.

7.

The Northridge road system is comprised of private roads built and maintained by the Declarants solely for the use and benefit of the owners of lots and homes in the Northridge Subdivision which is a private community. The roads have not been dedicated to the public. Should the owners so elect they may, through the Association, and in accordance with the By Laws, further amend the Declaration to provide for the placement of gates so that Northridge will be a private gated community.

IN WITNESS WHEREOF, Declarants have executed this SECOND MODIFICATION OF DECLARATION OF RESTRICTIONS AND COVENANTS FOR NORTHRIDGE SUBDIVISION this 17th day of August, 2005.

Northridge Owners Association, Inc.

By: [Signature]
Title: Director

[Signature]
Unofficial Witness

Signed, sealed and delivered
in the presence of:

[Signature]
Notary Public



My Commission Expires 11/17/05

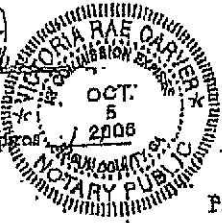
Northridge Owners Association, Inc.

[Signature]
Title: Director

[Signature]
Unofficial Witness

Signed, sealed and delivered
in the presence of:

[Signature]
Notary Public



My Commission Expires 10/5/2006

AMENDMENT OF DECLARATION OF RESTRICTIONS
AND COVENANTS FOR NORTH RIDGE SUBDIVISION

GEORGIA
FABULIN COUNTY
File # 98-708

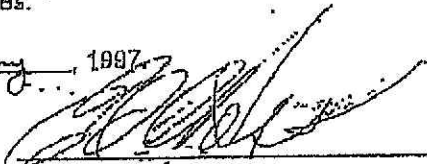
WHEREAS on November 22, 1996 Edwin C. Poss, as developer executed that certain declaration of restrictions and covenants for North Ridge Subdivision and

WHEREAS Edwin C. Poss and the sole owner of a Lot in North Ridge Subdivision are desirous of amending said declaration


NOW THEREFORE in consideration of the sum of ONE DOLLAR AND NO/100'S (\$1.00) and other good and valuable considerations paragraph two of said declaration is hereby amended as follows:

All tracts shall be residential and no residence shall be constructed thereon of less than 1600 square feet of heated living area, and all such structures must be completed on the exterior within twelve months after the date construction of same shall commence except where such construction is impossible, or would result in great hardship to the owner or builder due to strikes, fires, national emergencies or natural calamities.

This 29 day of January, 1997


Edwin C. Poss (L.S.)

Signed, sealed and delivered in the presence of the undersigned notary public on this 29 Day of

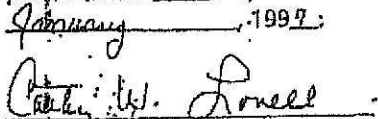
January, 1997:

Witness

Brenda S. Hooper
Notary Public

My Comm. Expires: My Commission Expires: 6/2/98


Steven B. Williamson (L.S.)

Signed, sealed and delivered in the presence of the undersigned notary public on this 31st Day of

January, 1997:

Witness

Brenda Jo Giles
Notary Public

My Comm. Expires: BRENDA JO GILES
Notary Public - State of Georgia
My Commission Expires:
October 10, 1999