

Will

DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by DANNY OTTER, MARVIN NEAL ANDERSON, CLARK J. ANDERSON and MARK F. ANDERSON, d/b/a RIVER ROAD ASSOCIATES, a partnership, hereinafter referred to as "Declarants".

WITNESSETH:

WHEREAS, Declarants are the owners of certain property in the County of Habersham, State of Georgia, which is more particularly described as follows:

All that tract or parcel of land lying and being in Land Lots 52 and 53 of the 10th Land District, of Habersham County, Georgia, consisting of 60.09 acres and being known as Lots 1-24 of "Old River Bridge" Subdivision, all as more fully shown by plat of survey by Russell N. Bartlett dated June 28, 1988, recorded in Plat Book 25, Folio 282 in the office of the Clerk of Superior Court of Habersham County, Georgia, said plat being referred to and incorporated herein for a more complete description.

NOW THEREFORE, Declarants hereby declare that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

1.01. "Association" shall mean and refer to the association created hereby which shall be known as "Old River Bridge Owners Association", its successors, and assigns.

1.02 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple

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title to any lot which is part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.03 "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

1.04 "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

1.05 "Lot" shall mean and refer to any plot of land or parcel shown on any recorded subdivision map of the properties with the exception of the Common Area.

1.06 "Declarants" shall mean and refer to DANNY OTTER, MARVIN NEAL ANDERSON, CLARK J. ANDERSON and MARK F. ANDERSON, d/b/a RIVER ROAD ASSOCIATES, a partnership, their successors and assigns.

ARTICLE II

PROPERTY RIGHTS

Owners' Easements of Enjoyment and Ingress and Egress

2.01 Every Owner shall have a right and easement of enjoyment in and to the Common Areas, if any, and right of passage across the Roads which rights shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) The right of the Association to dedicate or transfer any of the roadways of the subject property to Habersham County, Georgia, and Owners purchasing land hereunder authorize Declarants to execute any and all deeds and/or easements to Habersham County, Georgia, for the transfer of the platted roadways.

(b) The abovedescribed property is subject to all the reservations, exceptions, and conditions included in the

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warranty deed to Declarants and expressly subject to any easements existing, if any, for ingress and egress of Habersham County, Georgia.

Delegation of Use

2.02 Any owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities and rights of ingress and egress across the Roads to the members of his family, his tenants, or contract purchasers who reside on a lot.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

3.01 Every Owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

3.02 The Association shall allow voting privileges for one vote for each Lot owned, Declarants included. When more than one person holds an interest in any lot, the vote of such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

3.03 The members of the Association shall create and maintain a Board of Directors to govern its affairs, the number, term, and composition of which shall be determined from time to time by the majority of the members.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Creation of the Lien and Personal Obligations of Assessments

4.01 Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and

... the association hereby, in any assessment

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collected as hereinafter provided. Declarants herein are expressly not included for payment of any annual or special assessment. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

If the Roads are not transferred to Habersham County, Georgia, the Roads will be maintained by Declarants until fifty percent (50%) of the initial voting shares or Lots are sold; after fifty percent (50%) is sold, the Association herein shall be responsible for all of the maintenance and repairs on the Roads.

Purpose of Assessments

4.02 The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, the Roads (provided they are not county maintained) and of the homes situated upon the Properties.

Maximum Annual Assessment

4.03 Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Thirty and No/100 Dollars (\$30.00) per Lot. The Board of Directors of the Association shall have the authority to increase or decrease any assessments with proper notice hereinafter stated having been given.

Special Assessments for Capital Improvements

4.04 In addition to the annual assessments authorized above, the Association may levy, in any assessment

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year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of any capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the owners voting either in person or by proxy at a meeting duly called for this purpose.

Notice and Quorum for Any Action Authorized under Paragraphs
4.03, 4.04

4.05 Any action authorized under Paragraphs 4.03 or 4.04 for the increase or decrease of the annual assessment or special assessment shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than thirty (30) nor more than sixty (60) days in advance of the meeting. Votes may be cast in person or by proxy.

Uniform Rate of Assessment

4.06 Both annual and special assessments must be fixed at a uniform rate for all Lots and must be collected on a yearly basis and on January 1 of each year.

Notice of Annual Assessments: Due Dates

4.07 The Board of Directors shall fix the amount of the annual assessment against each Lot at least sixty (60) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due date shall be January 1 of each year, beginning with the first year a Lot is sold.

Effect of Nonpayment of Assessments:

Remedies of the Association

4.08 Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may

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bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property of that Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Roads or Common Area or abandonment of his Lot. It being to the mutual advantage of Declarants herein and any subsequent owners or purchasers of the any of the above described property to further allow and authorize collection of said amounts, Declarants and subsequent owners hereby authorize and agree that a lien shall be placed among the deed records of Habersham County, Georgia, against the offending property or owners until said sum shall be paid in full.

ARTICLE V

RESTRICTIVE COVENANTS

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

2. Only one dwelling or residential structure can be erected per lot. Each dwelling or residential structure is hereby required to contain a minimum of eighteen hundred (1800) completed square feet heated space, exclusive of carport and/or unfinished basement. The EXTERIOR of any dwelling or residential structure must be completed within six (6) months after the commencing of construction. Yards and grounds shall be landscaped within one (1) year of the beginning of construction. There shall be no outside storage of building supplies nor shall any scavenged or used building materials be used for construction upon the subject property.

3. A minimum of twenty-five (25) feet shall be maintained between any line of any lot and the location of any structure.

4. There shall not be maintained upon any lot any

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noxious or offensive activity, including, but not limited to, the keeping or maintaining of swine and/or poultry, and livestock.

5. Owners shall provide space for parking at least two (2) automobiles off the road prior to occupancy of any dwelling on any of said lots.

6. The Owner shall provide receptacles for garbage, in a screened area from the road, or provide underground garbage receptacles.

7. Structures of a temporary character shall not be placed upon any tract at any time, except for shelters used by a contractor during the time of construction.

8. Trailers, mobile homes, or any similar units or structures shall not be placed on any lot at any time.

9. No lot or tract shall be further subdivided without the written consent of Declarants, whether said written consent is among the deed records of Habersham County or not.

10. No barbed wire fences shall be constructed on the subject property. Any fences constructed within view of the Roads in said Properties shall be 3-rail board fences.

11. Existing roads and cul-de-sacs can be used only to serve the subject property; no adjoining properties can be served by or connected with any roads, cul-de-sacs, or driveways, on the subject property. Declarants may extend roads within the boundary lines of the original property described hereinabove.

12. There shall be no motorcycles, motorbikes, 4 wheelers, 3 wheelers, dune buggies, go-carts, or any other type of motorized vehicle designed primarily for off-road use

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allowed on any portion of the subject property, except in storage.

ARTICLE VI

6.01 The annual assessment and any special assessment necessary under the above mentioned provisions shall be expressly authorized to be used for the maintaining of the common areas. Declarants herein shall be required to maintain the Roads until 50% of the lots or sold or until they are transferred to Habersham County for maintenance, whichever first occurs.

ARTICLE VII

GENERAL PROVISIONS

Enforcement

7.01 The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Severability

7.02 Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

7.03 The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five (75) percent of the Lot Owners, and thereafter by an instrument signed by not less than sixty (60) percent of the Lot Owners. Any amendment must be recorded.

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Annexation

7.04 Additional residential property and Common Area may be annexed to the Properties described herein and made subject to all terms and conditions of this Declaration by the dedication of Declarants.

Waiver

7.05 Owners, their heirs, executors, administrators, lessees, invitees, guests and assigns do waive on behalf of himself and these stated parties all rights, claims and causes of action which he and said parties may have for all claims for injuries, damages, or losses whether known, unknown, foreseen, unforeseen. This express waiver is to be effective for the benefit of Declarants, the Old River Bridge Property Owners Association, and each Owner herein and includes, but is not limited to, the maintenance, construction, use and operation of the Roads of Old River Bridge Property Owners Association. Persons accepting Properties subject to this document understand and acknowledge the significance and consequence of this provision and specifically understand that all rights, claims, and causes of action INCLUDING NEGLIGENCE are included herein.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto set their hands and seals this ___ day of July, 1988.

Danny Otter
Danny Otter, Declarant

Maryin Neal Anderson
Maryin Neal Anderson, Declarant

Clark J. Anderson
Clark J. Anderson, Declarant

Mark F. Anderson
Mark F. Anderson, Declarant

WITNESS:

B. Suey Bottoms
Connie Sayre 7/22/88
Notary Public
My commission expires: 4-27-92

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GEORGIA HABERSHAM COUNTY
CLERK'S OFFICE, SUPERIOR COURT
FILED FOR RECORD Aug 4
8:30 AT 8:30 O'CLOCK A.M.
RECORDED _____ 19____
IN BOOK NO. _____ PAGE _____
CLERK

Patrick Brine
213 River Bridge Trail
Covington
GA 30531

99 SEP 8 PM 1 30
448 327 9-8-99

Old River Bridge Property Owners Association

The Following amendments will be made part of the Declaration of Covenants, Conditions, and Restrictions of the Old River Bridge Subdivision:

Addition to Item 2 - Article V - Restrictive Covenants:
The board of directors will review all houseplans prior to the beginning of construction to assure that a minimum of eighteen hundred (1800) completed square feet heated space, exclusive of carport and/or unfinished basement is being constructed. The board of directors will send written notice to the lot owner requesting houseplans be provided for review. The board will review the plans and provide approval or rejection to lot owner within 7 days from receipt of houseplans.

This amendment approved by:

Peter C. Schultz

Witness: NOTARY Public
Mary Ann McDonald
03-01-03
Notary Public
My commission expires :

Witness
Thomas K. Cook

