

**DECLARATION OF  
PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
HUNTS RIDGE SUBDIVISION**

THIS DECLARATION made on the date herein after set forth by Larrydan Builders, LLC, Hereinafter referred to as “Declarant”.

WITNESETH:

WHEREAS, Declarant is the owner of certain property in the County of White, State of Georgia, which is more particularly described as follows:

**All that tract or parcel of land lying and being in land lots 11 and 14 of the 2<sup>nd</sup> land district, White County, Georgia, and being designated as Lots 1 through 47 and the Common Area containing 0.98 acre, of Hunts Ridge Subdivision, pursuant to that plat of survey for Hunts Ridge, dated September 27, 2022, by J. Scott Stroud, GRLS #3094, and recorded in plat book 2023, page 1, White County, Georgia plat records. The plat and the record thereof are incorporated herein by reference for a more complete description of the subject property.**

WHEREAS Declarant desires to subject the above described property to easements, restrictions, covenants, and conditions as set forth herein.

NOW THEREFORE, Declarant hereby declares 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 purposes 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 “HUNTS RIDGE Property Owners Association, Inc.”, 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 title to any lot which is part of the property, including contract sellers,

but excluding those having interest merely as security for the performance of an obligation.

1.03 “Properties” shall mean and refer to that certain real property hereinabove 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 and the SIGN EASEMENT on lot #1, as depicted on the plat recorded on plat book 2023, page 1.

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 “Declarant” shall mean and refer to Larrydan Builders, LLC, their successors and assigns.

1.07 “Architectural Control Committee” or “ACC”. See Article 5.08.

## 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 or the Declarant to dedicate or transfer any of the roadways of the subject property to White County, Georgia, and Owners purchasing land hereunder authorize Declarant to execute any and all deeds and/or easements to White County, Georgia, for the transfer of the platted roadways.
- b. The right of the Association or the Declarant to access and maintain the sign easement as depicted on lot #1 and shown on the plat recorded in plat book 2023, page 1.
- c. The above described property is subject to all the reservations, exceptions and conditions included in the warranty deed to Declarant and expressly subject to any easements existing, if any, for ingress and egress of White 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 or owned by Declarant and is a recorded lot in The Fields of Towering Oaks Subdivision.

3.02 The association shall allow voting privileges for one vote for each lot owned, Declarant included. When more than one person holds 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 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 Declarant and then after the sale of 95% of the lots, by the majority vote of the members which shall take place at a duly called meeting of the members, the time and date for which shall be set by the Declarant, which such date and time shall take place within 90 days of the closing date of the sale of the last lot or lots which result in the Declarant holding less than 5% of the lots.

## ARTICLE IV

### Covenant for Maintenance Assessments and Fines

#### Creation of the Lien and Personal Obligation of Assessments and Fines

4.01 Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessment or charges, (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, or (3) fines promulgated by the Declarant or the Association for violations of the restrictive covenants as hereinafter set forth. Declarant herein is expressly not included for payment of any annual or special assessment, or fines. The annual and special assessments, and fines, collectively the "Assessments", together with interest, costs, and reasonable attorney 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 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.

#### 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 street lights located within the subdivision which are serviced by Habersham EMC and placed on their own meter, and the roads (Provided they are not county maintained).

### 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 Three Hundred and No/100 Dollars (*\$300.00*) per lot. Said assessment shall be collected at closing at the time of the sale of any lot from the declarant, and said assessment shall be prorated for the calendar year in which the lot is sold by the declarant. In addition to the annual assessment as set forth herein, there is a \$150.00 initiation fee applicable to any property transfer. The Board of Directors of the Association shall have the authority to increase or decrease any assessments and/or initiation or transfer fees with proper notice hereinafter stated having been given.

### Special Assessments for Capital Improvements

4.04 In additions to the annual assessments authorized above, the Association may levy, in any assessment 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 on any capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of fifty-one percent (51%) of the owners voting either in person or by proxy at a meeting duly called for this purpose.

### Notice and Quorum of any Action Authorized under Paragraph 4.03 and 4.04

4.05 Any action authorized under paragraphs 4.03 and 4.04 for the increase or decrease on 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.

### Notice of Annual Assessment: 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 a date established by the Declarant or the Association.

4.08 Declarant is specifically excluded from assessment while Declarant remains an owner of any of the lots.

### Effect of nonpayment of Assessment: Remedies of the Association

4.09 Any assessment not paid with 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 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 Declarant herein and any subsequent or purchasers of any of the above described property to further allow and authorize collection of said amounts, Declarant and subsequent Owners hereby authorize and agree that a lien shall be placed among the deed records of White County, Georgia against the offending property or owners until said sum shall be paid in full.

#### Fines

4.10 In addition to other authorized assessments, the Association shall have the power to create and levy fines against a particular Lot or Lots to cover costs incurred in bringing the Lot(s) into compliance with the terms of the Governing Documents or costs incurred as a consequence of the conduct of the Owner or occupants of the Lot, their agents, contractors, employees, licensees, invitees, or guests, or as a penalty to provoke the Owner or occupant of the Lot to get the Lot or Lots into compliance with this Declaration. Any such fine established and enforced pursuant to this paragraph shall be deemed an assessment pursuant to this Article.

### ARTICLE V

#### RESTRICTIVE COVENANTS

5.01 All lots shall be for residential purposes only and 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, except that home-based businesses shall be allowed as long as said businesses are operated completely within the home, and no signage indicating said business exists on the property, and that said home-based business does not hinder or impact normal subdivision traffic. No commercial equipment is to be stored or parked within the subdivision that can be seen from the subdivision roads.

5.02 Only one dwelling or residential structure per lot. Each house is required to have a minimum of one thousand four hundred (1400) square feet heated above ground. This space does not include basement, porches, or garage. A minimum of seven hundred fifty (750) square feet is required on the main floor. All houses must have a minimum of an attached two car garage. Garage doors styles and facing must be approved by the "ACC". For any and all garage doors which face the streets, the doors must remain closed except when entering, exiting, or actively pursuing non-prohibited activities that require the garage to be open. High grade exterior finishes and workmanship are required on the house elevations which face any of the subdivision roads and are limited to brick, stone, wood, masonry siding, or other finishes approved by the "ACC". A minimum of twenty (20) percent of the front of each house should be brick or stone, anything less than 20% must be approved by the "ACC". The front elevation may contain vinyl accents such as board and batten or shake siding so long as said accents do not consume more than twenty (20) percent of the overall square footage of the front elevation. The exposed foundation of all dwellings should be covered with stucco, brick or stone; or any other

product must be approved by the "ACC" on the front facing foundation, and by the same and/or paint on the sides and rear of any foundation. No vinyl siding will be allowed on any dwelling and any other use of vinyl products must be approved by the "ACC", except that the soffits and porch ceilings may contain vinyl siding. Architectural shingles shall be the only roofing material and said roofing shall be at least on a 6/12 pitch, except that the roofing covering open porches shall be at least on a 4/12 pitch. The "ACC" will approve all exterior colors. Any other building must be approved by the "ACC" and will have to blend with the exterior of the house on the same lot. Each lot owner may rent a single residential apartment unit so long as said unit is a part of the primary residence and is subject to a signed lease agreement for a term of not less than 90 days. Leases/rentals of less than 90 days are expressly prohibited unless these covenants are amended pursuant to Article 7.03 of this Declaration. Any residence being built shall be completed within twelve (12) months after the commencing of construction. Driveways, turnarounds, and parking areas must be improved non-pervious surfaces such as concrete or asphalt subject to the following provisions; 1) Driveways less than one hundred (100) feet long must be concrete, and 2) Driveways more than one hundred (100) feet long may be concrete or asphalt.

5.03 No noxious or offensive trade or activity shall be carried out upon any lot and/or common area, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood. No animals except household pets shall be kept upon any lot, provided they are not boarded, bred, and/or maintained for commercial purposes.

5.04 No residential trailer, mobile home, junked or inoperable vehicles, tent, shack, or other similar structure shall be placed or permitted to remain on any lot, nor shall any incomplete structure be used as a residence, temporarily or permanently. No travel home, boat, or other recreational vehicle may be parked on any driveway or street in the subdivision for more than 24 hours in a 90 day period for the purpose of loading and unloading. No commercial or heavy duty trailer, trucks, buses, or tractors shall be parked or kept on any streets or on any lot. Clothes lines are not allowed. Boats, watercraft, campers, trailers, motorhomes, commercial trucks and semis, offroad and other recreational vehicles shall only be allowed if concealed from view either in an approved accessory building or garage bay with final determination of compliance to be determined by the Board.

5.05 No lot or tract shall be further subdivided without written consent of Declarant.

5.06 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 without the approval of the "ACC". Declarant may extend roads within the boundary line of the original property described hereinabove. This is to specifically allow inclusion into development, adjoining contiguous lands owned by Declarant. Declarant may also execute and record easements for shared driveways if deemed desirable or necessary by the Declarant.

5.07 There shall be no motorbikes, 4-wheelers, 3-wheelers, dune buggies, go carts, or any other type of motorized vehicle designed for off road use allowed on subdivision roads.

5.08 No building, structure, or fence shall be erected, placed or altered on any lot until the building plans, specifications, plot plans, site plans and landscape plans have been approved in writing by the "ACC". Approval or disapproval by the "ACC" shall be based upon conformity and harmony of external design, exterior finish materials, general quality and size of the proposed building with the existing standards of Hunts Ridge subdivision and standards imposed by the within restrictive covenants. Approval or disapproval by the "ACC" shall also be based upon the proposed location of the building and with respect to the topography of the lot and the finished ground elevations with respect thereto.

5.09 All of the lots must, from the date of purchase from the Declarant, be maintained by the Owner in a neat and orderly condition with the grass being cut such that the height of the grass not exceeding eight (8) inches, and leaves, broken tree limbs, and other debris, which cause the lot to have the appearance of abandonment, being removed as needed. In the event that an owner of a lot fails to maintain their lot in a neat and orderly condition, then Declarant or the Board may enter the property or cause a third party to enter the property to restore the property to a neat and orderly condition, the cost for which shall be borne by the Owner. In order for the Declarant or the Board to exercise their right to enter the property, a notice with a demand to correct the defaulting condition shall be delivered certified mail to the last known address of the Owner, and if the Owner fails to restore the condition within 10 days of the postal service's first attempt to deliver the notice, then the Declarant or the Board, as the case may be, may exercise their rights pursuant to this paragraph.

5.10 Green belts and lot setback areas are to be maintained in a natural setting. The preservation of natural beauty must be taken into consideration when disturbing any land. Proper sediment control measures must be taken. Any old growth trees (trees over 15 inches in diameter) shall not be cut without permission of the Declarant or the Association. Tree and foliage removal shall be limited to necessary areas for driveway and home safety as approved by the "ACC".

5.11 Any animal that is a nuisance to the neighbors shall not be allowed.

5.12 No signs of any kind or nature either permanent or temporary shall be allowed without the express written consent of Declarant or the Association. This is to include houses, lots, Common Area, roads, right of ways and entrances to subdivision. It is the intention of the Declarant to provide uniform design for lot identification, construction location and a community information signage. This provision shall not in any way prohibit Declarant from utilizing any signage they see fit and appropriate to assist in marketing and or special events. This article shall not apply to signs used by Owners to market properties within the subdivision which do not exceed two (2) foot by three (3) foot in dimension, and which are used in the ordinary course of real estate marketing.

5.13 Setback lines shall be as set forth by the White County, Georgia Cod or Ordinances.

5.14 Mailboxes shall not be allowed on any lot, except the cluster mailboxes located in the Common Area of the subdivision.

## ARTICLE VI

### ARCHITECTURAL CONTROL COMMITTEE AND EASEMENTS

6.01 The Declarant shall establish as "ACC", consisting of three (3) members. Two (2) members of this committee shall constitute a quorum. The "ACC" shall be empowered to approve or disapprove building plans, specifications, plot plans, site plans, and landscape plans in accordance with the provisions contained herein. Guidelines and Design standards are contained in attached Exhibit A which is hereby incorporated by reference and made a part hereof. Until one hundred percent (100%) of lots are sold, the "ACC" shall be appointed by the Declarant. "ACC" members need not be property owners. Upon sale of ninety five percent (95%) of lots, "ACC" shall consist of at least two (2) property owners. Declarant shall be allowed to appoint one (1) member until all lots are sold. The "ACC" shall have the authority to grant variance at their discretion. After the sale of ninety five percent (95%) of the lots, the "ACC" shall approve or disapprove plans submitted by Owners within thirty (30) days of actual receipt of all required information and documentation required by the "ACC" for plan approval.

6.02 Declarant does expressly reserve the rights to allow septic tanks, drain fields, driveways and utilities to be placed within one (1) foot of property lines. Declarant reserves an easement of fifteen (15) feet in width for the purpose of installation and maintenance of utilities along the boundary of the road right of way of all lots. The Declarant reserves reasonable easements for power lines, water lines, telephone and other utility lines as may prove necessary to serve the lots within the subdivision and such additions to said subdivision which Declarant may make from time to time. The Declarant reserves reasonable easements for existing storm drains and such future storm drains which may be required by the construction or maintenance of subdivision roads.

## ARTICLE VII

7.01 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 Area.

## ARTICLE VIII

### General Provisions

#### Enforcement

8.01 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 the 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

8.02 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.

8.03 The covenants and restrictions of the 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 often (10) years. This Declaration may be amended during the first twenty (20) years period by an instrument signed by no less than sixty percent (60%) of the lot Owners, and thereafter by an instrument signed by not less than fifty percent (50%) of the lot Owners. Any amendment must be recorded.

#### Annexation

8.04 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 Declarant.

#### Waiver

8.05 Owners, their heirs, executors, administrators, leases, 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 or unforeseen, including, but not limited to knowledge of the nearby presence of the White County Head Start/Pre-K learning center and a water treatment facility for the City of Cleveland. This express waiver is to be effective for the benefit of Declarant, The Hunts Ridge Property Owners Association, and each Owner herein and includes, but is not limited to, the maintenance, construction, use and operation of the roads of Hunts Ridge. 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.

*Signature to follow*


IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal this 20<sup>th</sup> day of December, 2023.

**LARRYDAN BUILDERS, LLC**

  
\_\_\_\_\_  
(Seal)  
**Jonathan Adams, Agent**

Signed, sealed and delivered in the presence of:

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Notary Public

