

BK 1759PG0421

After recording, return to:

*Rit* Brandon Barron

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FORSYTH COUNTY, GEORGIA

Filed Sept 20 20 @ 1030 AM

Recorded September 20 2000

Douglas Sarulla  
Clerk Superior Court

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**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR CHESTATEE RIDGE SUBDIVISION**

THIS DECLARATION, made on the date hereinafter set forth by TRUMAN MOUNTAIN,  
L.L.C., a Georgia limited liability company, hereinafter referred to as "Declarant".

**WITNESSETH:**

WHEREAS, Declarant, is the owner of all that tract or parcel of land lying and being in Land Lots  
1199, 1200, 1211, 1212, 1265 and 1266 of the Fourteenth District, First Section of Forsyth County,  
Georgia, known as CHESTATEE RIDGE SUBDIVISION, as shown on a Subdivision Plat, which plat is  
respectively recorded at Plat Book 62, Pages 237-242, in the Office of the Clerk of the Superior Court of  
Forsyth County, Georgia, and which plat is incorporated herein by reference for a more complete  
description of this property.

NOW THEREFORE, Declarant, hereby declares that all of the properties described above shall be  
heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

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## ARTICLE I

### DEFINITIONS

Section 1. "Association" shall mean and refer to Chestatee Ridge Homeowners Association, Inc., its successors and assigns.

Section 2. "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 a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "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.

Section 4. "Amenities Area" shall mean all real property owned by the Association for the use and enjoyment of the owners. The Amenities Area to be owned by the Association is a tract described as the "Amenities Area" on a Plat recorded at Plat Book 62, Pages 237-242, Forsyth County, Georgia Superior Court Records.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Properties with the exception of the Amenities Area, roads and rights-of-ways.

Section 6. "Declarant" shall mean and refer to Truman Mountain, L.L.C.

## ARTICLE II

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Amenities Area which 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 charge reasonable admission and other fees for the use of any recreational facility situated upon the Amenities Area;

(b) the right of the Association to suspend the voting rights and right to the use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

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(c) the right of the Association to dedicate or transfer all or any part of the Amenities Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Amenities Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS

Section 1. 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.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one persons holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) \_\_\_\_\_ in the Class A membership equal the total votes outstanding in the class B membership, or

(b) on December 31, 2003.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, and the Owners whose signatures are affixed hereto on the final page of this instrument, for each Lot owned within the Properties, hereby covenant, and each subsequent 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 assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. 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. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. 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 Amenities Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Twenty Five Dollars (\$125.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds

(2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition 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 of a capital improvement upon the Amenities Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast twenty five percent (25%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and shall be collected as determined by the Board of Directors.

Section 7. Date of Commencement of Annual Assessment: Due Dates. The annual assessments provided for herein shall commence at the direction of the Board of Directors, but not prior to the conveyance of the Amenities Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual

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assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding on the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten (10%) percent 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 and any appropriate proceeding at law or in equity. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Amenities Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

## ARTICLE V

### ARCHITECTURAL COMMITTEE: ARCHITECTURAL CONTROL

The "Architectural Committee" shall be composed of three or more representatives appointed by the Declarant until such time as the Class B members convert to Class A members, at which time the Architectural Committee shall be composed of three or more representatives appointed by the Board of Directors.

No building, fence, wall or other structure shall be commenced, erected or maintained

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upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Committee. In the event the Architectural Committee, fails to approve or disprove such design and location within thirty days after said plans and specifications have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with.

## ARTICLE VI

### GENERAL COVENANTS AND RESTRICTIONS

Without the prior written approval of the Architectural Committee otherwise:

Section 1. All lots shall be used solely for residential purposes. No dwellings shall be erected, altered, placed or permitted to remain on said property other than one single family dwelling per lot.

Section 2. All homes must have a minimum of 1100 square feet of heated space. Any home which is constructed with a garage must have garage doors. This restriction would not prevent someone from enclosing a garage for residential purposes. No schools, churches, kindergartens, temporary buildings, shacks, tents, mobile homes, modular homes, relocated homes, or barns shall be placed or maintained on said property; nor shall any structure or device of a temporary character be used as a residence or for camping.

Section 3. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly, or unkept conditions of buildings or grounds on such lots which shall tend to destroy the beauty of the neighborhood as a whole or the specific area. All garbage containers shall be decoratively screened so as not to be visible from the road or adjoining lots.

Section 4. No building or structure shall be allowed to fall into neglect or disrepair. Fire damaged buildings shall be demolished and the debris removed within sixty days.

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Section 5. The exterior of all structures must be complete within nine months after the construction of same has been commenced (building permit date), except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fire, national emergency, or natural calamities.

Section 6. All individual sewage disposal systems shall be designed, located and constructed in accordance with the requirements, standards, and recommendations of the Department of Public Health.

Section 7. No animals, livestock, fowl or animals of any kind shall be kept or maintained on any Lot except the usual household pets may be kept on any Lot for purposes other than breeding or commercial. All household pets shall be maintained in such a manner that their behavior, including but not limited to noise or odor, are not offensive to reasonable standards; including, but not limited to, the specific

Section 9. No trade, commercial venture, or activity shall be carried on upon any Lot.

Section 10. No noxious or offensive activity nor any activity which may become an

Section 8. No Lot shall be resubdivided or modified in any manner.

Section 9. No trade, commercial venture, or activity shall be carried on upon any Lot.

Section 10. No noxious or offensive activity nor any activity which may become an annoyance to the area shall be carried on on said Property.

Section 11. No sign of any kind shall be displayed to the public view on said lots except one sign of not more than one square foot, advertising the Property for sale or rent or signs used by a builder to advertise the Property during the construction or sales period.

Section 12. Pre-manufactured housing is not acceptable. No residence in whole or in part, may be constructed off-site and relocated to a Lot. This includes any pre-existing structure being relocated from another site to a Lot in the Subdivision. Only on site, stick built houses will be allowed. This is not meant to prevent the use of pre-manufactured wall components or trusses from being used in the on-site construction of a home.



Section 13. No exterior satellite dishes or other electronic transmission or receiving equipment shall be placed upon any Lot without the prior approval of the Architectural Committee.

Section 14. No boat, boat trailer, bus, trailer, motor home, or any similar items shall be on any Lot for a period of time in excess of twenty-four (24) hours.

Section 15. Outdoor clothes lines must be screened by approved landscaping or fencing, or placed in a location not readily visible from any street or adjoining Property.

Section 16. All fencing must be approved by the Architectural Committee prior to erection.

Section 17. In order to avoid unsightly and aesthetically offensive structures, the location of tree houses and play structures and construction details, as well as exterior colors thereof, must be approved by the Architectural Committee before the commencement of construction.

## ARTICLE VII

### GENERAL PROVISIONS

Section 1. Enforcement. 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 an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. 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.

Section 3. Amendment. 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 can be renewed and extended, either in whole or in part, for successive periods of ten (10) years if signed by two-thirds (2/3) of the owners and filed for recording among the Deed Records of Forsyth County, Georgia, provided, that each such agreement shall specify which sets of covenants and restrictions are so renewed and extended and the term for which they are renewed. This Declaration may be amended

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during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Amenities Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members, provided, that the FHA and the VA determine that the annexation is in accord with the general plan heretofore approved by them.

Section 5. FHA/VA Approval. As long as there is a Class B Membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration; Annexation of additional properties, dedication of Amenities Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, has hereunto set his hand and seal this 19 day of Sept., 2000.

Truman Mountain, L.L.C., a Georgia Corporation

By: Rex Gravitt, ~~Managing~~ Member

By: Bobby Garrett, ~~Managing~~ Member

AS A SECURITY INTEREST HOLDER

Notary Public, Forsyth County, Georgia  
My Commission Expires March 23, 2001

Notary Public, Forsyth County, Georgia  
My Commission Expires March 23, 2001