
STATE OF GEORGIA
COUNTY OF GILMER

Angela Stewart Panter, P.C.
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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
for
The Hemlocks

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made, declared and published this 22nd day of September, 2004, by LRA PROPERTIES, L.L.C., a limited liability company organized under the laws of the State of Georgia, hereinafter referred to as “Developer”.

WITNESSETH:

WHEREAS, said Developer is the owner of the development generally known in the community as **The Hemlocks** and being a development of all those lots, tracts or parcels of land situate, lying and being in the 6th District and 2nd Section of Gilmer County, Georgia and being part of Land Lot No. 4, and being 16.98 acres shown on a plat of survey recorded in Plat Book 41, page 100, and 100.42 acres shown on a plat of survey recorded in Plat Book 40, page 15, and 17.67 acres in Land Lot 321 of the 7th District and 2nd Section of Gilmer County, Georgia, as shown on a plat recorded in Plat Book 41, page 77, in the office of the Clerk of Superior Court of Gilmer County, Georgia;

WHEREAS, the above-described real property as shown in Plat Book 40, page 15, and in Plat Book 41, page 100, was conveyed to the Developer subject to that certain Declaration of Covenants, Conditions and Restrictions recorded on February 13, 2003, in Deed Book 927, page 99, in the office of the Clerk of Superior Court of Gilmer County, Georgia; and

WHEREAS, it is to the interest, benefit and advantage of the Developer, and to each and every person who shall hereafter purchase any lot in said development that protective covenants governing that real property shown in said Plat Book 42, page 77, be established and that additional protective covenants governing and regulating the use and occupancy of the property described in Plat Book 40, page 15, and Plat Book 41, page 100, be established, set forth and declared to be covenants running with the land;

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by the Developer, and each and every subsequent owner of any of the lots in said development, said Developer does hereby set up, establish, promulgate and declare the following protective covenants to apply to all of said lots and to all persons owning said lots, or any of them, hereafter. These protective covenants shall become effective immediately and run with the land and shall be binding on all persons claiming under and through the Developer, to wit:

SECTION ONE: ARCHITECTURAL AND LANDSCAPING DESIGN

A. All site, house and landscaping plans shall be submitted to the Architectural Control Committee, hereinafter referred to as the "ACC", for written approval prior to commencement of construction. The ACC shall serve to protect the beauty of the environment and the integrity of the community through a preliminary review of site plans, architectural design, and landscaping design.

The homeowner may act as his own builder only if he or she is a qualified professional builder who can provide adequate references which meet the approval of the ACC.

B. No improvements, including but not limited to houses, garages, carports, playhouses,

outbuildings, fences, walls, or any other type of above ground structure, shall be constructed, erected, altered or maintained upon any Lot until the following have been submitted to the Chairman of the ACC.

1. Building Plans and Specifications, including all elevations, exterior materials, textures, and colors;
2. Site and Landscape Plans.

C. Any subsequent improvements or alterations to any Lot must be approved by the ACC in the same manner as designated above. All improvements, alterations and additions must be completed expeditiously according to such approved plans. No cutting or clearing of the lot in any form can be done prior to the approval and staking out of the location of the house on the lot. During construction, approved clearing will be limited to that necessary for construction activities, which includes installation of septic systems. Vista pruning on lots to open views must be done only after written approval from the ACC, and is to be conducted by a contractor approved by the ACC.

D. Landscape plans are to be made with the intent of blending the house into the surrounding natural environment, avoiding the creation of a typical large manicured lawn and landscape colors which characterize a suburban home environment. Plans submitted to the ACC for approval are to locate and specify the kinds of ground covers, shrubs and trees for the drives, parking areas, driveway entry, driveways from the subdivision road to the home site, road frontage, septic field, and disturbed areas as well as any landscape construction such as walks, steps, and walls. The final natural landscape plans must be completed prior to the issuance of an occupancy permit for the house.

E. The homeowner is responsible for making the driveway entrance and road frontage on their lot attractive even though they are within the road easement area rather than within the lot lines. Transformers, drains, culverts, and similar features should be appropriately screened and blended

into the environment. The developer may elect to pre-set the entry point onto any or all lots and construct the driveway for up to 30ft. distance off the subdivision road.

F. The ACC shall approve or disapprove the submitted plans in writing, and shall give written notice of same to the property owner at the mailing address provided at the time of submission. The ACC may refuse to approve upon any ground that might compromise the integrity of the community, including purely aesthetic reasons.

G. When submitted in conformity herewith, requests for approval shall be deemed approved if not responded to by the ACC within thirty (30) days of submission. The response period may be extended to ninety (90) days if the request requires evaluation from the State of Georgia or a Gilmer County governing authority. The ACC must approve or disapprove house plans submitted within fifteen (15) calendar days of submission notwithstanding any required evaluation by a governing body as described above.

H. No large trees, those of six (6) inch diameter or greater measured one foot above ground level, any flowering trees or shrubs, nor any evergreens shall be removed from any lot except for those necessary to clear an area for construction of a house, septic tank and drain field, driveway, or garage or those necessary for reasonable landscaping or to create a view. The clearing of trees shall be limited to a twenty (20) ft. distance from the nearest outside wall of the primary home site. This 20ft. clearance rule also applies to detached garages or storage buildings. Reasonable exceptions will be allowed to accommodate additional clearing necessary for driveways, parking areas, turnout areas on single drives, storage shed area, small flower or vegetable gardens, and other related items. Exceptions are allowed for trees in close proximity to the home site which lean toward the home and propose a possible hazard. Such exceptions require approval of the ACC prior to cutting. Trimming of trees beyond this 20 ft. distance for the purpose of vista pruning to open views will be allowed, but limited in scope by the discretion of the ACC. Areas to be vista pruned are subject to

prior approval by the ACC of the plans, as well as prior approval of the contractor to conduct this project. All clearing of trees and placement of homes on lots must be in compliance with State or Gilmer County regulations regarding clearing on higher elevation lots.

I. No disturbance of creeks or the creation of ponds shall be permitted without approval of the ACC. Any such approved changes involving natural waterways shall also meet the approval of all Federal, State, and Gilmer County regulations.

J. Personal home site driveways are to be limited to a maximum of 12ft. in width. Clearing is to be kept to an absolute minimum to allow passage for the road width and the minimum clearance necessary to run utilities from the power source at the street, along the driveway, to the home site. Driveway widths may be extended an additional 12ft. to allow for safe and adequate “turn-outs” or additional parking area, all of which is subject to prior approval by the ACC.

K. Driveway surfaces must be a paved surface, asphalt type to blend with the surface of the main roadway servicing the development.

L. With the development entry being a private, gated type entry, individual lot gated entries are prohibited within a 100ft. distance from the point at which the lot driveway leaves the development roadway. Individual privacy gates, entry area landscapes or hardscapes must meet prior approval of the ACC, and must be of a product and design consistent with the design of the home built or to be built on the Lot.

M. Lighting fixtures at the entry driveway for each Lot as well as mailbox fixtures will be of one consistent design throughout the development, and are to be provided by the Developer. Future maintenance of these initially provided fixtures will be the responsibility of the Property Owners Association, hereinafter referred to as the “POA”. Cost of electrical utilities for each lot’s light fixture will be the responsibility of each individual Lot owner. No changes to or removal of these fixtures will be allowed unless approved by the POA.

SECTION TWO: DWELLING SIZE AND REQUIREMENTS

A. No dwelling shall be constructed on any Lot with less than 2,000 square feet of heated living space, excluding porches, decks, terraces, carports, garages, bulk-storage and basements (finished or unfinished).

B. Homes of more than two-story elevation, excluding the basement level and improved attic level space, shall not be permitted.

C. The exterior of the home must be an approved log, log siding, or other rustic materials with stone accents of a design appropriate for the natural, rustic environment of the development. Shake shingles may be used as wall accent material. No brick or stucco exterior walls shall be permitted nor shall any vinyl or aluminum siding be permitted. Any changes to the exterior, additions, or landscape changes are to be approved by the ACC prior to begin of work.

D. Fireplace chimney exterior finishes are to be of stone or an approved “stone-type” material.

E. Roof material shall be an approved shingle, shake shingle, certain coated metal or other specialty roof material approved by the ACC. Use of shiny metal roof material is to be of a material and color approved by the ACC.

F. Fencing shall be confined to the areas approved for ground clearing in immediate proximity to the home site itself or secondary building. Fence material, design, and location shall be approved by the ACC. Fencing referred to as “storm fencing”, “chain-link fencing” or like materials are not permitted. Installation of deer fencing is not permitted within 50ft. of any road or lot line. Deer fencing must meet prior approval by the ACC of the type of deer fence material to be used and the precise location of the fence. Installation of “invisible fences” to confine household pets is permissible.

G. Drive-under “porticos” shall be permitted. Detached garages are acceptable under conditions approved by the ACC regarding design and positioning. Straight front entry garages which are built within the main body of the home are disallowed if the home is visible from the road. Front entry design garages which are of an angle offset from the line of the main body of the house are permitted, subject to design approval by the ACC.

H. The location and exterior design of any outbuildings, storage buildings, additional garages, or any other structure to be built on any Lot shall be approved by the ACC and shall be constructed of materials and design which compliments the design of the primary home.

I. All construction must comply with all local and state codes. The exterior of all structures to be constructed on any of said lots shall be completed within eight (8) months from the date that construction begins and total construction must be completed within twelve (12) months. Exceptions may be allowed where necessary for larger home structures, unusual site preparation situations, or other legitimate reasons approved by the ACC. Any damage to roads, adjacent properties or other common property shall be the responsibility of the owner and builder. The construction site must be kept clean of debris and waste must be disposed of properly.

J. Above ground swimming pools shall not be erected, constructed, or installed on any Lot. In-ground pools are permitted, subject to prior approval by the ACC in regard to its size and location. Pools are to be located in close proximity to the home, in a location which is not visible from any development road.

K. The home builder contracted for construction of the home must be pre-approved by the Developer. To prevent the possibility of homes being abandoned in the building process in an incomplete state, lot owner and/or builder must provide proper documentation of funds being available to complete the proposed home to be constructed.

Exception is granted to the Developer for the purpose of building a garage style building on Lot 1, or other Lot the Developer may select instead as his future personal residence, to be used for storage of equipment needed during the development process, as well as temporary use as a sales office for the development.

SECTION THREE: LAND USE

A. No lot may be subdivided after its conveyance by the Developer.

B. Lots shall be used for single family residential purposes only.

C. No commercial business of any type shall be operated on any Lot, however, a professional business may be operated from within the home as long as the operation of same does not create a significant increase in traffic within the subdivision. No home shall be constructed solely for the purpose of short-term or vacation rentals, however, any owner of a residence shall be allowed to rent their home when not in use by the homeowner, including long term rentals or lease/option or lease/purchase agreements.

D. No structure of a temporary character, such as a basement, camper, shed, tent, garage, barn or other outbuilding will be used on any lot at any time as a residence, and no mobile homes shall be permitted during the construction process. This paragraph shall not be deemed or construed so as to prevent the use of a temporary construction shed during the period of actual construction of any residential structure or the use of adequate sanitary toilet facilities for workmen, which may be provided during such construction.

E. No noxious or offensive activities shall be permitted or carried on upon any lot, nor shall anything be done thereof which may be or become an annoyance or nuisance to the neighborhood. No substance, thing or material shall be kept on any lot that will emit foul or obnoxious odors. No offensive, noisy or illegal activity shall be suffered or permitted upon any lot, nor shall any lot be used for any illegal purpose. No recreational use or operation of all-terrain vehicles, dirt bikes,

motorcycles, four-wheelers or any similar type vehicles with an externally mounted engine shall be permitted within the subdivision except for the purpose of ingress and egress. Four wheel ATV's of quiet exhaust are permitted for use within the subdivision on development roads and personal driveways if operated within the posted subdivision speed limits.

F. No trash or construction debris shall be buried on any portion of any Lot.

G. No activity which may create erosion or siltation problems shall be undertaken on any Lot. No activity which results in contamination of or damage to any other Lot owner shall be conducted, and each Owner shall be liable for all resulting damages from such activity.

H. No outdoor light that shines onto another lot causing annoyance to the other lot owner shall be permitted nor shall loud music that carries and causes annoyance to another lot owner be permitted. Street lighting will be limited to one fixture only at the driveway entry point(s) onto each lot. Such lighting is to be of one uniform design, size, and power wattage, to be selected by the ACC. Power supply to the approved street lighting will be the responsibility of the Lot owner on which the lighting is installed.

I. Individual home mailbox structures are to be of a uniform design throughout the development, to be selected by the Architectural Committee.

J. No animals, livestock or poultry shall be raised, bred or maintained on any lot, except that dogs, cats, birds or other ordinary household pets may be kept in a reasonable number, provided that they are not kept, bred or maintained for any commercial purposes. Fenced pens must comply with the building setbacks and covenants. Pets shall not be allowed to annoy neighbors. Pets that are a threat or nuisance to other lot owners shall not be permitted. Pets, when not kept within fenced area, are to be under the immediate control of their owner.

K. Boats, recreational vehicles, utility trailers, mowers, tractors and other equipment shall be

stored in a garage, basement, or enclosed utility building. Use of a “lien-to”, covered but partially open addition to a secondary building is acceptable for storage of such items, provided the lien-to is positioned on a side of the building not visible from the front of lot built upon.

L. No hunting or target practice shall be permitted within the development, and no firearms, air rifles or pistols shall be discharged within the development except for self defense purposes. Use of fireworks within the development is not permitted.

M. No signs of any type shall be displayed on any lot with the exception of one temporary sign offering the property for sale and any sign used for reasonable address identification. “For sale” signs shall not be any larger than 36” x 36”. Exception to this rule is granted to the Developer for the purpose of marketing The Hemlocks development. Display of security company signs advising the use of a security system on a property is permitted in a position visible from the road. Such signs are to be limited to a maximum of 12 inches square in size. An exception shall also be made for the developer for the placement of signs advertising the subdivision. All signs shall be professionally lettered and neatly installed. Any such developer installed advertising signs shall be removed at such time all lots are sold within the development.

N. Each lot shall be kept and maintained completely free of any junk, trash and garbage (including old vehicles and discarded appliances). Trash and garbage must be properly disposed of in enclosed containers designed for that purpose and hidden from public view. Each lot and the improvements constructed thereon shall be maintained in a good, safe and attractive condition, and grass must be mowed on a regular basis. No burning of brush shall be permitted within the development except in compliance with U.S. Forest Service guidelines, and must have a permit issued by local or Gilmer County fire officials. Most lots within the development are subject to additional covenants which totally prohibit burning.

O. No windmills shall be located on any lot, and no solar panels shall be visible from a

neighboring home site.

SECTION FOUR: UTILITIES AND EASEMENTS

A. Easements for the installation and maintenance of roads and utilities are hereby reserved whereby buried power lines, telephone lines, cable lines and water lines with all essential clearing may be installed along the subdivision roads and lot lines. All claims for damages, if any, arising out of the construction, maintenance, and repair of utilities or on account of temporary inconveniences caused thereby against the owners of any of their agents is hereby waived by the Lot owner.

B. All utility lines shall be placed underground and all propane tanks must be buried underground. No exposed above-ground tanks will be permitted for the storage of fuel or water or any other substance unless approved by the ACC.

C. No satellite dish shall be installed within the setbacks, and all satellite dishes and antennas shall be positioned in a location not visible from the road if such can be done and allow the homeowner to receive satellite signal. Use of dish systems which exceed 30 inches in width are not permitted. Use of the larger, turning dish systems positioned on the ground are not permitted. As new technology systems become available, any systems which present a possible issue with the appearance of the development must be approved by the ACC.

D. No structure of any type shall be placed upon those portions of the property reserved for utility easements and for a public (traffic) roadway for ingress and egress, nor will the roadway be obstructed, blocked or modified in any way not clearly in the public interest.

E. Right-of-way easements are reserved over and across the roads which traverse the subdivision as shown on the Plat for the purpose of ingress and egress for all lot owners. Road maintenance shall be the responsibility of The Hemlocks Property Owners Association and shall be shared equally by all Lot owners on a pro rata basis with each Lot owner paying an annual

maintenance fee to the property owners association that shall be deposited into an escrow account established for maintenance of the roads and common areas. No new roads shall be constructed on any lot for the purpose of connecting to roads outside of the development. Individual homeowners' driveways are not considered part of this road maintenance agreement and are the homeowner's separate expense to maintain.

F. All roads within the development shall remain private roads of a minimal width in order to preserve the natural beauty of the environment to the fullest extent possible. The entrance into the development shall be gated and locked for privacy and security purposes. Maintenance of the gated entrance shall be the responsibility of The Hemlocks Property Owners Association. Garbage collection companies and other service providers will not have access to the security code for the gate without authorization by the ACC.

SECTION FIVE: PROPERTY OWNERS' ASSOCIATION

A. Each and every Lot owner subject to this Declaration shall automatically, and by reason of such ownership, become a member of The Hemlocks Property Owners' Association, hereinafter referred to as the "POA", to be formed and shall be subject to its valid rules and regulations. Said association shall be organized as a nonprofit corporate entity, and all roads and common areas shall be turned over to The Hemlocks POA after 70% of all Lots have been sold. The POA shall establish the annual maintenance fee, and each Lot owner shall have one vote per Lot in all transactions and business of the association. The association shall also have the authority to make assessments and to place a lien against any Lot owner who fails to pay an assessment when due. Any notice of lien shall be filed in the office of the Clerk of Superior Court of Gilmer County, Georgia.

B. These covenants and restrictions shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years and cannot be amended or changed in any way unless an instrument is signed by a minimum 70% approval of the

property owners in said development.

Upon expiration of the initial 25 year period, said covenants and restrictions shall be automatically extended for an additional ten years unless an instrument changing said covenants in whole or in part is signed by a majority of the then recorded owners and recorded in the Gilmer County deed records.

C. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate said covenants either to restraining violation or to recover damages.

D. Each covenant contained herein is severable and distinct from each other and in its application to all or any portion of the premises, and the invalidity or unenforceability of any covenant contained herein as to any portion of the premises shall not affect the validity or enforceability of any of the other covenants contained herein. 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.

IN WITNESS WHEREOF, the said Developer has hereunto set its hand and seal, the day and year first above written.

Signed, sealed and delivered
in the presence of:

Witness

_____(Seal)
Lou Adams, LRA Properties, LLC

Notary Public