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2005-09-940
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STATE OF GEORGIA,
COUNTY OF MORGAN

DECLARATION OF PROTECTIVE COVENANTS FOR GRAHAM RIDGE

SUBDIVISION

This Declaration is made this 12th day of October, 2005, by
A + K Construction, LLC ("Declarant").

WITNESSETH:

WHEREAS, Declarant owns a subdivided parcel of land in Morgan County, Georgia contiguous to U.S. Highway 278, said parcel being more particularly described in the plat of survey attached as Exhibit "A" (Graham Ridge Subdivision), which plat of survey is attached hereto and incorporated herein by reference; and

WHEREAS, it benefits Declarant and the purchasers of lots in Graham Ridge Subdivision to set forth Protective Covenants regulating the use of land within Graham Ridge Subdivision (hereinafter "Graham Ridge").

NOW THEREFORE, in consideration of the premises herein and the benefits to be derived by Declarant and lot owners, Declarant hereby imposes the following Protective Covenants, which shall be applicable to all 29 lots in Graham Ridge.

1. LANDSCAPE COVENANTS. The following Landscape Covenants are hereby imposed:

- (a) Timber. No owner may cut more that 25% of the standing timber on any lot without the written consent of the Architectural Control Committee (hereinafter "ACC").
- (b) Natural State. The plans for any improvements to be constructed on the lot shall be submitted to the ACC prior to construction. The plans shall include a landscape

drawing which incorporates the natural landscape of the lot.

(c) Lakes and ponds. Owners must submit written plans for the construction of lakes and ponds to the ACC. No lot owner may restrict or alter the flow to an adjacent owner's lot. No animals will be allowed to adversely affect the water quality on any adjacent owner's lot. Disputes as to whether water quality has been adversely affected will be determined by the ACC.

(d) Utilities. All utilities to lots shall be installed underground. All homes shall be equipped with electric/gas heat pumps for whole house comfort conditioning and electric/gas water heating.

2. IMPROVEMENTS AND LAND USE. Improvements and land use shall be governed by the following Protective Covenants:

(a) Lots shall be used only for single family residential purposes. Duplexes, multi-family housing, commercial buildings, boarding houses, day care centers and churches are prohibited. No building may exceed three stories in height, excluding basement. One private garage and one harmoniously designed outbuilding is permitted for each home site. ~~Garage doors shall not face the side of the lot fronting on the subdivision road.~~ ^{01.} A guest house adjacent to the completed main dwelling, not to exceed 1500 square feet, is permitted. No trade or business shall be carried on within Graham Ridge if the trade or business would have visual or traffic impact on the subdivision or create noise, smoke, dust or an odor, or any nuisance as defined herein.

(b) No house, structure, fence, wall, mailbox, driveway entrance, driveway, gazebo, swimming pool or any other improvements shall be constructed or placed on any lot in Graham Ridge until;

(1) The owner of the lot has submitted to the ACC a set of complete, final, detailed construction plans and specifications showing the nature, kind, shape, height, location, materials, exterior finishes and colors, floor plans, front, side and rear elevations, site location with respect to topography and finish grade elevation, landscape plan and ground restabalization plan of all improvements. Along with these plans, owner shall submit the name and address of contractor; and

(2) Written approval shall be granted by the ACC, which may reasonably withhold approval, especially in the case of non-traditional homes

and other improvements. Approval shall not constitute certification as to or responsibility for the safety, adequacy or functionality of said approved plans.

Swimming pools must be completely enclosed by fencing.

(c) The ACC will review conformity of exterior design, type and color with existing and proposed improvements in Graham Ridge, location of the improvements on the lot, location of the improvements with respect to topography, grade and finished elevation, conformity with the general purpose and effect of the standard provided in this Declaration, conformity with the specific covenants and restrictions contained in this Declaration, and the contractor's qualifications. One of the primary purposes of the standards provided in this Declaration is to limit dwellings to traditionally-styled homes. An owner shall have twelve (12) months from ACC approval to complete approved improvements, including landscaping. If the ACC fails to act on plans and specifications within 30 days after receipt thereof, the plans and specifications shall be deemed approved. Any proposed changes in plans and specifications after ACC approval require resubmission for complete review as set forth above. The approval requirement shall remain in full force and effect for any reconstruction, renovation, refurbishing, or rebuilding of any improvement.

(d) The heated floor space of each main dwelling, exclusive of porches, garages, basements and outbuildings, shall not be less than 1,800 square feet. No main dwelling or appurtenance thereto, excluding fences, shall be located any closer than 75 feet to the right-of-way of any public street or private drive, other than the private drive on the owner's lot. No main dwelling or appurtenance thereto, excluding fences, shall be located nearer than 25 feet to an interior lot line. Eaves, steps and open uncovered terraces shall be considered as appurtenances to the main dwelling. No manufactured, modular or log homes shall be placed or built within Graham Ridge. No lot within Graham Ridge shall be subdivided.

(e) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to other owners in Graham Ridge. The owner of each lot in Graham Ridge shall keep the lot in presentable condition in accordance with the approved landscape plan. All water bodies shall be maintained in a presentable condition in accordance with the

approved landscape plan. Boats, campers, trailers, recreational vehicles and other personalty that detract from the appearance of Graham Ridge shall be parked or placed in the manner so as not to be visible from the subdivision streets or private drives of other Graham Ridge lots. No heavy equipment or trucks with more than four wheels, may be kept in Graham Ridge. No concrete blocks shall be used above ground elevation unless covered with brick veneer, stone, wood or other suitable material approved by the ACC. No fuel tanks or containing tanks of any sort shall be allowed. The use of tar paper and asphalt siding are prohibited. Outside material for pitched roofs shall be asphalt, fiberglass, slate or wood shingle equivalent, as approved by the ACC. Meters, heat pumps and other heating or cooling devised shall all be placed to the rear or side of the house and attractively hidden or screened from view. Plumbing and heating vents that protrude from the roof all shall be of the same color as the roof. Window air conditioning units and above ground swimming pools are prohibited. No play equipment or satellite dishes shall be placed any closer to the front of a lot then the real line of the residence on the lot.

(f) During construction of improvements the owner shall keep the lot in a reasonably clean condition. All waste material shall be removed from any lot in a prompt and efficient manner. All construction vehicles, including those delivering supplies, must enter the lot onto driveway or granted easement only. The lot owner must immediately repair any damage to the Graham Ridge street at his or her own expense. Each lot and all dwellings and appurtenances thereto and other improvements shall be maintained in a neat and attractive condition by the owner at the owner's sole expense.

(g) No manufactured home, temporary structure, trailer, basement, tenant shack, barn, garage or other outbuilding shall be used on any lot as a temporary or permanent residence. No garage apartment or guest house shall be constructed prior to the completion of the main dwelling. No garage apartment or guest house may be used as a residence by any person, other than domestic servants, members of an owner's immediate family, or by guests, for more than 30 days per year.

(h) The front façade of all houses in Graham Ridge must face the direction of the subdivision road that the lot fronts on.

(i) No sign of any kind shall be displayed to the public view on any lot, except one sign of up to five square feet advertising the property for sale, or one sign not exceeding two square feet for identifying contractors during the construction of the house.

(j) Maintenance and rebuilding of motor vehicles and other mechanical devices, and other activities which cause disorderly, unsightly and unkempt conditions are prohibited. All motor vehicles and other mechanical equipment in Graham Ridge shall be maintained in proper operating condition so as not to be a hazard or nuisance by noise, exhaust emissions or appearance.

(k) Television, radio and satellite dish antennas are only permitted if they are not visible from any a public street. Electronic equipment and antennas may not interfere with normal television and radio reception.

(l) Graham Drive, Adelaide Court and Ponder Way shall be paved and properly maintained. All driveway plans shall be submitted to the ACC, which shall review the plans in accordance with the standards set forth in Section 2(b) herein. No driveway shall be closer than 10 feet to the interior property lines unless a driveway is a common driveway serving two or more lots owned by one owner.

(m) No rubbish, trash, garbage or other waste shall be maintained on any lot, and household waste may only be kept on the lot in sanitary containers, for no longer than one week. All equipment for the disposal of household waste shall be kept in a clean, sanitary condition to the rear of the main dwelling or in an enclosed garage.

(n) Declarant reserves easements for installation, repair and maintenance of utilities. Utility, storm drain and sewage easements reflected on plats of survey in home plans are incorporated herein by reference

(o) No animals of any kind may be permitted on any lot, with the exceptions of pet dogs, cats or other usual and common household pets in reasonable number. Animals shall not be kept or bred for any commercial purpose and shall not be permitted to roam free. No pet shall be permitted to endanger the public health, make objectionable noise or constitute a nuisance or inconvenience to owners of other lots in Graham Ridge. Whenever outside a dwelling, dogs must be confined within a pen or fence or on a leash. No wire fences shall be

permitted within view of other lots in Graham Ridge. No structure for the care or housing of any pet shall be visible from the lots of neighboring lot owners

(p) Garage sales may not be conducted on a regular basis. No more than two garage sales shall be conducted on any lot within one year. Garage sales may be only conducted in accordance with regulations established by the ACC. No clothes line may be maintained on any lot.

(q) No dwelling shall be occupied until the dwelling, front yard landscaping and driveway have been completed in accordance with plans approved by the ACC. If weather conditions are not conducive to the completion of landscaping, the ACC may, in its sole discretion, grant an extension of up to ninety (90) days to complete landscaping.

3. ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control

Committee (ACC) shall mean the Declarant and any lot owners appointed by Declarant to serve on the ACC. The initial and minimum number of persons on the ACC shall be one:

A & L Construction, LLC. A maximum of three persons may serve on the ACC. Declarant shall have the right to remove persons from the ACC and shall have the right to appoint other lot owners to serve on the ACC until such time as Declarant no longer has the right to serve on the ACC, as set forth below. No member of the ACC shall be entitled to any compensation for services performed pursuant to this Declaration. Any ACC approval or disapproval as required in these covenants shall be made in writing.

Upon Declarant's sale of all of the twenty-nine (29) lots in Graham Ridge, the Declarant's right to be a member of the ACC shall terminate. Declarant may voluntarily terminate its right to be a member of the ACC at an earlier time. At such time, the Declarant shall provide written notice at least seven (7) days in advance of a meeting of the lot owners. Fifteen lot owners will constitute a quorum at such meeting. Said lot owners shall, by majority vote, select three lot owners to serve upon the ACC. The regular term of office for each member shall be one year, each term of office to end at the time of the annual homeowners' meeting during the month of January. The ACC shall elect a chairman who shall be the presiding officer at its meetings. The ACC shall also elect a vice chairman, who shall be the presiding officer in the chairman's absence.

The ACC shall meet whenever action is required by it under the terms of this Declaration.

Written notice of said meeting shall be provided to each representative of the Homeowner's Association. Said representatives shall be allowed to review all plans and requests submitted to the ACC prior to any action taken and prior to the deadline for ACC action.

Two members shall constitute a quorum for the transaction of ACC business, and the affirmative vote of a majority of those members present at such meeting shall constitute the action of the ACC on any matter before it. The ACC is authorized at its own expense to retain the services of third parties in order to advise and assist the ACC in performing its function as set forth herein. ACC approval or disapproval as required in this Declaration shall be in writing.

Should the ACC fail to approve or disapprove plans within thirty (30) days of submission to the ACC, approval of said plans will be deemed granted. All plans required to be approved by the ACC must be approved prior to a lot owner obtaining a building permit or other authorization for construction, and prior to improvements being made on the lot. Each lot owner with Graham Ridge consents to the entry of a permanent injunction against construction of any improvements if the approval required under these Declarations has not been obtained in the manner provided herein.

The Lot owners shall hold the ACC harmless from and against any and all liability for the ACC's reasonable actions undertaken in accordance with this Declaration. The ACC shall not be liable for damages to any lot owner due for the ACC's reasonable actions regarding any matter provided for herein.

4. HOMEOWNERS ASSOCIATION. There is hereby created a Homeowners Association (Association). The owner of each individual lot is a member thereof. One vote is allowed for each lot owned in the subdivision.

The Association may, at its sole discretion, establish its own bylaws, elect its own officers and directors, and form a corporation. The Association shall hold at least one meeting per year, with one meeting during the month of January. Special meetings may be held at a reasonable time upon the request of at least five lot owners, after at least seven days prior-written notice has been given to all lot owners.

The Association shall be responsible for the upkeep of the entrance way to the subdivision, the upkeep of the right-of-way in the subdivision and street lighting and the upkeep of any other common areas located within the subdivision. The Association may assess an amount equal to a pro-rata share of the costs of such maintenance and upkeep. There will be a minimum general assessment of \$100.00 per year per lot. The assessment shall be in an amount which is a

reasonable pre-estimate of costs for the year just begun. Such payment shall be due and payable in a pro-rated amount upon the purchase of such lot. The full amount for the next year shall then become due on or before February 1 of each following year.

The lot owners shall pay any special assessment approved by a two-thirds vote of a quorum of members of the Association, provided that the notice and quorum requirements set forth herein have been satisfied.

Written notice of the January annual meeting of the Association shall be sent to all members no less than 15 days in advance of such meeting. Fifty (50%) percent of all members of the Homeowners Association shall constitute a quorum. No business may be conducted without a quorum. No action may be taken without a two-thirds majority vote of a quorum. Proxy voting shall be permitted.

Any assessment required hereunder, together with interest at the rate of 18% per annum, shall be a charge and a lien on the lot of the owner who has failed to pay an assessment. The assessment shall also be a personal obligation of the lot owner at the time the assessment becomes due and payable. With the exception of ad valorem taxes, mortgages and security instruments encumbering any lot, all liens on lots hereunder shall be superior to all other liens.

5. TERM. These covenants shall automatically be renewed beyond the initial 20 year period. The renewal period shall be for an additional 20 years, and there shall be no limit on the number of times these restrictive covenants shall be renewed. These automatic renewals shall occur unless at least two-thirds of the lot owners affected by this Declaration shall execute a termination document containing a legal description of the entire area affected by the covenant, a list of the names of all record owners of lots affected by the covenant, and a description of the covenant to be terminated, which may be incorporated by reference to another recorded document. The termination document must be recorded in the Morgan County Superior Court Clerk's Office no later than thirty (30) days from the date of the meeting wherein such action was taken.

6. BINDING EFFECT OF DECLARATION OF PROTECTIVE COVENANTS. Every purchaser of a lot in Graham Ridge shall purchase said lot and every mortgagee and lien holder of an interest therein shall take title, or hold such security interest with respect thereto, with notice of and subject to this Declaration.

7. ENFORCEMENT. Enforcement of this Declaration shall be had by proceeding at law against any person violating or attempting to violate these Declarations, and/or by injunction or

restraining order in equity to enforce compliance herewith, and/or by suit for damages, and/or by any other appropriate proceedings at law or in equity. Any failure to enforce this Declaration shall not be deemed a waiver of the Declarant's, Homeowner's Association or the lot owners' right to enforce the rights under this Declaration. All remedies provided hereunder shall be cumulative, and not exclusive

8. **MODIFICATIONS.** Prior to the sale of all of the 29 lots in Graham Ridge, Declarant may unilaterally modify this Declaration. When Declarant no longer owns any lots or is no longer a member of the ACC, the Homeowners Association may modify this Declaration, but only upon compliance with the procedures set forth hereinabove. Any modification to this Declaration shall be made in writing and recorded in the records of the Morgan County Superior Court. Said modification shall be executed with the same formalities as required for the execution of a deed, and shall be signed by all necessary parties to said modification. Should a court find any provision of this Declaration illegal, said provision shall be stricken and considered a modification hereof, and the rest of this Declaration shall remain in full effect.

9. **SUCCESSORS AND ASSIGNS.** This Declaration shall be binding upon, and shall inure to the benefit of, the successors, successors in title, and assigns of the Declarant and all lot owners, tenants, lessees, invitees, agents, and employees thereof.

IN WITNESS WHEREOF, A+L Construction, LLC (Declarant) has caused this Declaration of Protective Covenants for Graham Ridge Subdivision to be executed on the 12th day of October, 2005.

Signed, sealed and delivered the date first above written in the presence of:

Lee L. Swartz
Unofficial Witness

Robert E. Talley
Notary Public, Morgan Co., GA
My Commission expires: _____

Andy Lewis man
Andy Lewis, Managing Member (SEAL)
A+L Construction, LLC

ROBERT E. TALLEY
NOTARY PUBLIC, STATE OF GEORGIA
QUALIFIED IN ROCKDALE COUNTY
COMMISSION EXPIRES NOVEMBER 7, 2008