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Cross Reference To:  
Deed Book 385, Page 523-532;  
Deed Book 493, Page 222-225;  
Deed Book 503, Page 374-376;  
Morgan County, Georgia Records.

**AMENDED AND RESTATED DECLARATION OF COVENANTS,  
EASEMENTS AND RESTRICTIONS FOR  
GRAHAM RIDGE SUBDIVISION**

**400<sup>th</sup> G.M.D. MORGAN COUNTY, GEORGIA**

**THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR GRAHAM RIDGE SUBDIVISION** (herein called the "Declaration") is made this \_\_\_\_ day of **March, 2019**, by the undersigned owners of all lots within **Graham Ridge Subdivision** (hereinafter referred to as the "Undersigned Owners"), **270 South Main, LLC** (as an Undersigned Owner and former Declarant), and **Graham Ridge Homeowner's Association Phase II, Inc.**, a Georgia non-profit membership corporation (hereinafter referred to as the "Association").

**WITNESSETH:**

**WHEREAS**, the Undersigned Owners are the owners of all of the lots within **Graham Ridge Subdivision**, being more specifically described on Exhibit "A" affixed hereto and made part hereof; and

**WHEREAS**, said property is subject to that certain Declaration of Protective Covenants for **Graham Ridge Subdivision** dated **October 12<sup>th</sup>, 2005**, recorded in **Deed Book 385, Page 523-532**, **Morgan County, Georgia** records, as amended in **Deed Book 493, Page 222-225**, said records, as amended in **Deed Book 503, Page 374-376**, said records, as amended and/or modified from time to time; and

**WHEREAS**, the Undersigned Owners believe that the lands herein described which are and remain subject to this Declaration shall benefit from the covenants, easements, restrictions, charges, liens and agreements established herein for the purpose of governing the improvement, use, enjoyment, occupancy and ownership of the lands described herein; and

**WHEREAS**, in order to implement the aforesaid purposes and intentions, the Owners deem it necessary to establish this Amended and Restated Declaration to replace the previous Declaration and to create an organization to which common property can be conveyed and to which the Owners can delegate the power, authority and responsibility to maintain the common property and administer this Amended and Restated Declaration (hereinafter referred to as "Amended and Restated Declaration" or "Declaration").

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**NOW THEREFORE**, in consideration of the premises and of the benefits to be derived by the Owners and accruing to the property described herein and to the Undersigned Owners of the property within Graham Ridge Subdivision, as same is defined herein, the Undersigned Owners do hereby declare that the properties described herein are hereby subject to this Amended and Restated Declaration and henceforth shall be owned, held, transferred, sold, conveyed, occupied, used and mortgaged or otherwise encumbered subject to this Amended and Restated Declaration and the property described herein shall be subject to the covenants, restrictions, easements, agreements charges and liens provided for in this Amended and Restated Declaration. This Amended and Restated Declaration shall be binding upon all persons claiming under and through the Undersigned Owners, their grantees and successors in title to any portion of the properties described herein. Every grantee of and interest in any property now or hereafter made subject to this Amended and Restated Declaration, by acceptance of a deed or other conveyance of such interest, whether or not (a) expressed in such conveyance, (b) signed by the grantee, or (c) otherwise consented to in writing by such grantee, shall take such property subject to and be bound by this Amended and Restated Declaration and be deemed to have accepted and assented to all of the terms, conditions and provisions set forth in this Amended and Restated Declaration.

#### ARTICLE ONE DEFINITIONS

When used in this Declaration, the following words shall have the following meanings:

- 1.1. "Association" shall mean **Graham Ridge Homeowner's Association Phase II, Inc.**, a Georgia non-profit membership corporation which has been incorporated for the purpose of owning all Common Property, if any, and administering and enforcing this Declaration. Each Owner shall be a member of the Association, subject to the terms herein and the terms of the Association's Bylaws.
- 1.2. "ARB" shall mean the Graham Ridge Subdivision Architectural Review Board, the members of which are appointed by the Board of Directors of the Association.
- 1.3. "Common Property" shall mean any portion of the property designated and defined from time to time by the Association as "Common Property" together with any improvements now or hereafter located thereon, including, but not limited to private streets, drives, parking areas, curbing, gutters, sidewalks, walkways, landscaping, entranceways, fencing, signs or other similar facilities intended by the Association to be devoted to the common use, benefit and enjoyment of the members of the Association as Owners of Lots within Graham Ridge, their families, guests, tenants and invitees. In addition, Common Property shall mean, without limitation, streets, drives, parking areas, curbing, gutters, sidewalks and walkways built but not yet conveyed to the Association. In addition, Common Property may be identified as such in a deed or other instrument of conveyance to or other agreement with the Association or by identifying any portion of the property as Common Property on any plat of survey recorded in Morgan County, Georgia, or by such other means as clearly reflect the character of any such property to be Common Property. Provided however, that the interpretation of what is or is not Common Property shall be strictly construed and, except as provided herein, no Common Property shall arise by virtue of implication; and all Common Property shall be specifically designated as such. Notwithstanding anything in this Declaration to the contrary, any road shall automatically be deemed "Common Property" and no further act or evidence of intent shall be required. Notwithstanding anything in this Declaration as the same may be further amended or supplemented to the contrary, the Association, or its successor(s) in interest, shall be entitled at any time, and from time to time, in their sole discretion, without consent by or compensation to the Property Owners or the Association, to add, subtract, sell or exchange, revise, redraw, change the boundary lines of, change the use or designation of, or change in any way, without limitation, any Common Property or appurtenance thereto.

- 1.4. "Concrete Block House" shall mean a residence whose exterior, other than foundation, contains exposed concrete blocks, painted or unpainted.
- 1.5. "Contiguous Lot" shall mean two or more Lots or one Dwelling Unit and one or more Lots, titled in the same Owner, which lie adjacent to one another and which borders' adjoin along more than Fifty (50%) of the common border of each Lot or Dwelling Unit.
- 1.6. "Dwelling Unit" shall mean and refer to any property within Graham Ridge Subdivision on which construction of a structure designed for use as a single-family dwelling has been completed.
- 1.7. "Graham Ridge Subdivision" or "Graham Ridge" shall collectively mean and refer to Graham Ridge Subdivision, as same is defined herein.
- 1.8. "Home Occupations" shall be such occupations where the nature of the occupation does not attract the general public, signs are not necessary (and are specifically herein prohibited) and do not in the opinion of the ARB and Association detract from the residential character of the area.
- 1.9. "Lot" shall mean and refer to any property within Graham Ridge subject to the Declaration whether improved or unimproved and shown as a number parcel on any plat of survey of Graham Ridge recorded in the Office of the Clerk of the Superior Court of Morgan County, Georgia, as the same may be revised, modified or amended from time to time. It is the intent of this Declaration that platted property within Graham Ridge shall, until such time as the construction of improvements are completed thereon, be considered as a Lot; but once improvements are constructed thereon, and a certificate of occupancy therefore has been issued, if applicable, it shall lose its character as a Lot and become a Dwelling Unit.
- 1.10. "Mobile Home" shall mean any movable or portable dwelling constructed to be towed on its own chassis or floor system in one or more sections designed for delivery on trailers or its own chassis and to be joined at the site into one integral unit. For the purpose of this paragraph, a Mobile Home does not lose its character as such simply by providing a foundation, underpinning, siding, roofing and/or other additions. A Mobile Home, under this Declaration, shall include modular homes or any and all other types of similar types of units by whatever names the same shall be known. For purposes of this Declaration, whether or not a structure is to be considered a Mobile Home, shall be completely within the discretion of the ARB, and such decision by the ARB shall be binding and determinative of the character of any such structure.
- 1.11. "Owner" shall mean and refer to the record Owner, whether one or more persons, of the fee simple title to any Lot or Dwelling Unit, but excluding those persons having such interest merely as security for the performance of an obligation.
- 1.12. "Persons" shall mean and refer to any individual, corporation, partnership, association, trust or any other legal entity.
- 1.13. "Graham Ridge" shall collectively mean and refer to Graham Ridge Subdivision as same is defined herein.
- 1.14. "The Property" shall mean the property described herein on Exhibit "A" or such other property as by deed amendment hereto or otherwise shall become subject to this Declaration.

**ARTICLE TWO  
ARCHITECTURAL REVIEW, RESTRICTIONS ON  
USE AND DEVELOPMENT**

*Section 1. Architectural Review Board (ARB)*

- 2.1.1. The ARB, as a committee appointed by the Board of Directors of the Association, shall have responsibility for approval of the matters described in this Article.
- 2.1.2. As to any portion of the property or any Lot contained therein, no house, garage, carport, playhouse, fence, wall, swimming pool, or other structure, improvement or dwelling, whether or not such structure, improvement or dwelling is intended for occupancy, landscaping or decoration, or any other improvement, without limitation, shall be commenced erected or maintained thereon, nor shall any exterior addition to any existing structure or change or alteration therein be commenced, nor shall any landscaping or site work be performed until complete final plans, drawings and specifications therefore showing the nature, kind, shape, height, materials, basic exterior finishes and colors, locations and floor plans, the identity of prime contractor, set back and side yard lines and location of trees to be moved which are 6" in diameter and larger except trees within the house site therefore have been submitted to and approved by the ARB, its agents, successors or assigns, as to harmony of exterior design, general quality of materials and as to location in relation to surrounding structures and topography. The ARB may, in its sole discretion, waive this requirement. The ARB shall be entitled to retain possession of such plans, drawings and specifications if it so chooses.
- 2.1.3. The ARB shall respond, orally or in writing, and approve or disapprove, or suggest modifications or alterations to such plans, drawings and specifications within thirty-five (35) days after receipt of written notice that such plan, drawings and specifications have been submitted to it and approval requested. If the ARB fails to respond within said thirty-five (35) day period, then the Owner shall notify the ARB in writing of its failure to respond. In the event the ARB fails to respond within ten (10) days of receipt of such notice, then the ARB shall be deemed to have approved said plans, drawings and specifications.
- 2.1.4. Refusal or approval of plans, drawings, specifications, material or location may be based upon any grounds including purely aesthetic considerations, which, in the sole and uncontrolled discretion of the ARB or its agent, shall be deemed sufficient. All ARB decisions shall be final and binding unless appealed as herein provided:
- 2.1.4.1. Appeals from ARB -- An Owner aggrieved by a ruling of the ARB may appeal such decision to the ARB appeals board. The appeal is to be in writing stating in clear terms the issue, the ruling of the ARB or its designee and why the Owner is dissatisfied with the ruling. The appeals board or its designee may affirm the ARB or modify the ruling. All Appeals must be entered within fifteen (15) days of the final ruling of the ARB, and the appeals board or its designee shall rule on the appeal within fifteen (15) days of its receipt. Oral arguments on appeal are discretionary with the appeals board or its designee. The appeals board shall be appointed by the ARB and shall consist of three (3) Owners whose terms shall be for one (1) year each and who cannot succeed themselves.
- 2.1.5. Notwithstanding anything contained herein to the contrary, no action of the ARB is intended to be, nor shall any action be construed to be, approval by the ARB of the adequacy, reasonableness, safety or fitness for intended use of the submitted plans, products or construction or satisfaction of zoning or any other regulatory requirements. Neither the Association, nor any member of the ARB shall be liable in damages or in any other respect to anyone submitting plans and specifications for approval under the Article, or to any Owner, or any other person with an interest in the Lot or Dwelling Unit at issue or any other Lot or Dwelling Unit, by reason of mistake in judgment, negligence, malfeasance or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications.

- 2.1.6. The ARB may at any time, and from time to time, delegate or assign in whole or in part, the rights and authorities granted in this Section.

*Section 2. Enforcement Rights and Remedies.*

- 2.2.1. Any construction or planting made or performed on the Lot or Property without application having first been made and approval obtained or that is inconsistent with any approved landscaping layout, plans, drawings or specifications may be required to be restored to its former condition by and at the expense of the Owner of the property on which such construction or planting was made or performed. Upon the failure or refusal of such Owner to perform the required restoration, the ARB or its authorized agents or employees may, after fourteen (14) days' notice to said Owner, enter upon the property (Lot or Dwelling Unit) and perform such restoration as the ARB, in the exercise of its sole discretion, may deem necessary or advisable. Such Owner shall be personally liable to the Association for all direct and indirect costs (including Court costs and Attorney's fees) as may be reasonably incurred by the ARB in the performance of such restoration; and the liability for such costs shall be enforceable by the Association on behalf of the ARB by appropriate proceedings in law or in equity. The Owner's liability for such costs shall also be a permanent charge and lien upon the Lot or Dwelling Unit of such Owner, enforceable by the Association on behalf of the ARB by any appropriate proceeding in law or equity.

*Section 3. Restrictions on Use.*

- 2.3.1. Unless otherwise provided herein, lots, parcels, or tracts of land subject to this Declaration shall not be subdivided, unless said subdivision is expressly consented to by the ARB. Said consent shall be in writing, and shall take the form of an amendment to this Declaration.
- 2.3.2. Any Lot or Dwelling Unit shall be used only for residential purposes except as permitted herein. At no time shall any Lot be used for or converted to any business, commercial or other non-residential use whatsoever. However, the renting of a unit by an Owner for residential type uses shall not be deemed a commercial purpose provided, however, that such right as contained herein shall subject the occupants to the terms and conditions of these Declarations and shall not relieve the Owner from his obligations hereunder.
- 2.3.3. Lots and Dwelling Units shall be used for single family residential purposes only, and no trade or business of any kind may be carried on therein. The use of a portion of a Dwelling Unit as an office by an Owner or his tenant shall not be considered to be a violation of this covenant if such use does not create regular customer or client traffic or excessive employee traffic. Lease or rental of a Dwelling Unit for residential purposes shall also not be considered to be a violation of this covenant so long as the lease (i) is for not less than the entire Lot or Dwelling Unit and all the improvements thereon, (ii) complies with all governmental laws, rules, ordinances and regulations; and (iii) is otherwise in compliance with the Rules and Regulations as may be promulgated and published from time to time by the Association. Any lessee or tenant shall in all respects be subject to the terms and conditions of this Declaration and the Rules and Regulations adopted hereunder. Nothing herein shall authorize a single family home to be maintained as a duplex or other multi family residence unless designed and designated thereas by the ARB.
- 2.3.4. Before any house or other structure may be occupied as a residence, it must be completed and finished on the exterior; all of the yard must have suitable ground cover, and the driveways must have all weather service i.e. colored concrete, asphalt or gravel. All driveways must have a culvert traversing the road right-of-way, if needed, and Owners shall repair any damage done to the road right-of-way in the construction of the culvert, driveway or accessing any utilities.

- 2.3.5. In no event shall the construction of any residence from ground breaking to completion of the exterior extend beyond twelve (12) months from the date construction is begun unless expressly approved by the ARB.
- 2.3.6. Containers for garbage or other refuse shall be kept in sanitary screened enclosures. The containers, garbage or other refuse, and said enclosures shall be maintained in a sanitary condition and shall be located such that their visibility from any street is minimized.
- 2.3.7. Outside Clotheslines will not be permitted.
- 2.3.8. No house trailer or mobile home, modular home or any similar structure shall be permitted on any Lot or Dwelling Unit at any time except that a bona fide contractor actively engaged in the construction of a Dwelling Unit on a Lot shall be entitled to have a "construction storage trailer" for the purpose of storing tools and materials. This right shall continue only during the active construction period of the residence on the Lot.
- 2.3.9. No shack, garage, outbuilding or other appurtenant structure shall be used for residential purposes unless expressly approved by the ARB.
- 2.3.10. No lumber, brick, stone, cinder block, concrete or any other building material, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any Lot or Dwelling Unit for longer than the length of the time reasonably necessary for the construction in which the same is to be used.
- 2.3.11. No exposed above-ground tanks will be permitted for the storage of fuel, water or any other substance unless expressly approved by the ARB.
- 2.3.12. No animals, livestock or poultry of any kind shall be raised, bred or kept on the property subject to this Declaration, except that dogs, cats or other household pets may be kept by their respective Owner thereof, provided they are not kept in excessive numbers and do not endanger the health or, in the sole discretion of the Association, disturb the Owner of any other Lot or Dwelling Unit. Any and all accommodations for dogs, cats or household pets shall be subject to approval by the ARB and shall be designed in such manner as to be sanitary. Any pet roaming off any Owner's Lot not on a leash and under control of an Owner or the Owner's guest is per se deemed a nuisance. All animals roaming off any Owner's Lot must be on a leash and under the control of an Owner or that Owner's guest at all times.
- 2.3.13. Noxious or offensive activities shall not be carried on upon any Lot or Dwelling Unit.
- 2.3.14. No business or commercial activity of any nature shall be operated or maintained from any Lot, Dwelling Unit or other structure or upon the property subject hereto.
- 2.3.15. Home Occupations as defined herein shall be permissible. Notwithstanding anything herein to the contrary, any Home Occupation shall be conducted so as not to cause or produce any of the following effects discernible outside buildings located thereon or affect the adjoining property: noise or sound that is objectionable because of volume, traffic, parking, duration, smoke, or hazards. Notwithstanding anything herein to the contrary, the Association may, in its sole discretion, limit (or expressly permit) hours of operation for certain business or Tracts past normal operating hours (determined by the Association), or limit activities which may be carried past normal operating hours.

- 2.3.16. Residents and occupants shall refrain from any act or use of the property which could reasonably cause embarrassment, discomfort or annoyance to the Owners and residents of any other property made subject to this Declaration.
- 2.3.17. Mailboxes shall be of such design and location as approved by the ARB. Name logos may be approved to be located on mailboxes by the ARB. Newspaper holders or boxes affixed to mailboxes or mailbox posts are strictly prohibited.
- 2.3.18. All utilities shall be underground, unless otherwise approved by the Association.
- 2.3.19. No camping, hunting, discharge of firearms or other dangerous activity shall be allowed.
- 2.3.20. Owners shall take all precautions to control and avoid fires.
- 2.3.21. Satellite dishes measuring one meter (39.37") in diameter or more which are located outside and/or affixed to the exterior of a Dwelling Unit or located on a Lot outside of the Dwelling Unit are strictly prohibited, except as approved by the ARB or allowed by applicable law.
- Except as approved by the ARB or allowed by applicable law, satellite dishes measuring less than one meter (39.97") in diameter, antennas, and other such devices which are located outside and/or affixed to the exterior of a Dwelling Unit or located on a Lot outside of the Dwelling Unit shall be located in such a manner so as to reduce their appearance and to the extent possible shall not be visible from any street, provided that said location does not cause unreasonable delay, prevent installation, unreasonably increase the costs of installation, maintenance, or use, or preclude reception of an acceptable quality signal.
- 2.3.22. All Lot Owners shall for residential purposes use the central water system within the development, provided a central water system has been established.
- 2.3.23. No owner may cut more than 25% of the standing timber on any lot except with express approval of the ARB.
- 2.3.24. Except for those Lots and/or Dwelling Units which will be served by sewer, no construction shall begin without first having obtained approval of the septic tank contractor, location of septic tanks and drain fields by the ARB and the county sanitarian, and having obtained approval of plans and drawings by the ARB as provided above.
- 2.3.25. No mobile homes, used houses, concrete block houses or similar type structure shall be allowed unless approved by the ARB. All houses shall be underpinned and all underpinning shall be approved by the ARB. Exposed concrete block for underpinning shall not be allowed.
- 2.3.26. All structures shall comply with setback restrictions as determined by the Association.
- 2.3.27. No trucks, vehicles or other conveyances shall be permitted on paved roads in Graham Ridge with a gross weight in excess of 26,000 lbs. and/or six (6) wheels or more, without permission of the Association.
- 2.3.28. Disposal of trash, debris, stumps, trees, etc. shall be the responsibility of the Lot Owner. No dumping shall be allowed in Graham Ridge unless in designated areas with written permission of the Association. Unauthorized dumping shall subject the Owner to levy of assessment by the

Association of an amount necessary to clean up the area. Owner is responsible for actions of Contractors or Sub-Contractors dumping under this paragraph.

#### 2.3.29. Vehicles

2.3.32.1 Vehicles shall not be parked on any road or street, Common Property, or combination thereof, for periods of more than twelve (12) continuous hours or parts thereof, unless otherwise approved by the Association.

2.3.32.2 Vehicles shall not be parked on any Lot or Dwelling Unit so as to be visible from any road or street, Common Property, or combination thereof, for periods of seven (7) continuous days or more, unless otherwise approved by the Association. Vehicles parked on a Lot or Dwelling Unit that are visible from any road or street, Common Property, or combination thereof, shall be parked on a driveway or designated parking pad, unless otherwise approved by the Association.

2.3.32.3 The term "Vehicles" as used herein shall include, but is not limited to, automobiles, pickup trucks, motorcycles, ATVs, golf carts, and scooters.

2.3.32.4 The following type vehicles, including but not limited to, motor homes, boats, trailers, trucks, campers, buses, vans, low-speed vehicles and golf carts shall be parked for periods of longer than twelve (12) hours in such places and for such times as are determined in the sole discretion of the Association.

2.3.32.5 Notwithstanding anything in this section to the contrary, the Association shall have the authority, in its sole discretion, to control parking of any vehicle, boat, trailer, equipment or device without limitation, at any time, for any purpose, on any road or street, Common Property, or combination thereof.

#### 2.3.30. Contiguous Lots:

2.3.33.1 Two or more Lots or one Dwelling Unit and one or more Lots, titled in the same Owner, which lie adjacent to one another and which borders' adjoin along more than Fifty (50%) of the common border of each Lot or Dwelling Unit may be combined to form a "Contiguous Lot."

2.3.33.2 Any property Owner may create a Contiguous Lot by notifying the Association, in writing, of the intent to create such a Contiguous Lot from any two or more conforming Lots or Lot and Dwelling Unit. Any properties so designated shall become a Contiguous Lot as of January 1 of the year first following such notice.

2.3.33.3 . Any Property Owner may separate any Contiguous Lots or Dwelling Unit and Lot(s) into their originally designated Lots or Dwelling Unit and Lot(s) by notifying the Association, in writing, of the intent to separate such Lots. Notwithstanding anything herein to the contrary, any Contiguous Lots re-platted and recorded in the real estate records of Morgan County, Georgia, by an Owner shall not be eligible for separation except upon the prior written consent of the Association, in its sole discretion. Any properties so designated shall become separated as of January 1 of the year first following such notice.

2.3.33.4 The separation of such Contiguous Lots into the original component Lots or Dwelling Unit and Lot(s) shall include repayment of assessment savings as set forth in Article IV herein.

#### *Section 4. Building Square Footage Requirements*



2.4.1. **The following minimum square footage shall control with regard to residences constructed within Graham Ridge Subdivision, except as is otherwise specified in this Declaration, as the same may from time to time be amended.** The calculation of minimum square footage shall not include open decks and basements, nor shall it include full or partial basements (including walk-out basements).

2.4.1.1. **Single-story homes:**

2.4.1.1.1. 2,200 square foot minimum of heated and cooled space as defined herein.

2.4.1.2. **Multi-story homes:**

2.4.1.2.2. 2,200 square foot minimum on the first floor, heated and cooled as defined herein;

2.4.1.2.3. 400 square foot minimum in the upper level, heated and cooled as defined herein.

2.4.1.3 **Other Construction Requirements:**

2.4.1.3.1 No slab base; structure shall be built on crawlspace or basement;

2.4.1.3.2 No Vinyl Siding;

2.4.1.3.3 The front façade of all houses in Graham Ridge must face the subdivision road that the lot fronts on.

*Section 5. Light Reflectance Values (LRV) Requirements*

2.5.1 Except as otherwise provided herein or unless otherwise approved by the ARB, upon any Lot located within Graham Ridge Subdivision, the following restrictions shall apply:

i. Exterior building colors as expressed in maximum light reflectance values (LRV) are as follows:

<u>Building Element</u>	<u>Maximum LRV</u>
Foundation	40%
Body	60%
Trim	80%

ii. The ARB shall have the authority to grant variances from the LRV requirements set forth above as it deems appropriate and in its sole discretion.

**ARTICLE THREE  
ASSOCIATION MEMBERSHIP AND VOTING**

*Section 1. Membership.*

3.1.1. Every Owner of a Lot or Dwelling Unit shall be a member of the Association, provided that there shall be no more than one member for any Lot or Dwelling Unit, said membership to be as determined by a vote of the Owners of any jointly owned Lot or Dwelling Unit. Membership shall be automatic and shall be appurtenant to and may not be separated from Ownership of any Lot or Dwelling Unit.

*Section 2. Voting.*

- 3.2.1. Each member shall have one vote per Lot or Dwelling Unit owned (i.e. if a member owns two Lots, then they shall have two votes).

*Section 3. By-Laws and Articles.*

- 3.3.1. All matters concerning meetings of the members of the Association shall be as specified in the Articles or Bylaws of the Association, as amended from time to time, and by law.

*Section 4. Suspension of Voting Rights*

- 3.4.1. The voting rights of any member who is delinquent in the payment of any assessments, charges, fees, or dues hereunder, shall be and remain suspended during the time that such delinquency exists.

**ARTICLE FOUR  
MAINTENANCE ASSESSMENTS FOR COMMON PROPERTY**

*Section 1. Creation of Lien.*

- 4.1.1. Each Owner by acceptance of a deed conveying Ownership of a Lot or Dwelling Unit is deemed to be subject to this Amended and Restated Declaration, and agrees to abide by the terms and requirements of this Declaration and assumes the obligation to pay to the Association annual, initial, individual, and special assessments as provided for herein. Such annual, initial, individual and special assessments together with interest thereon, fees, and costs of collection therefor as hereinafter provided shall be a charge and continuing lien on the Lot or Dwelling Unit against which each assessment is made and shall also be the personal obligation of the person who is the Owner of such real property at the time when the assessment first becomes due and payable. If required to employ an attorney to collect any assessment, applicable fees, or interest, the Association shall be entitled to recover all costs of collection including court costs and reasonable attorney's fees.

*Section 2. Purpose of Assessments.*

- 4.2.1. The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety, and welfare of the Owners and residents in Graham Ridge and, in particular, for the acquisition, improvement, repair, replacement, maintenance, use and operation of the Common Property, including roadways and utilities, and to pay for the services which the Association is authorized to provide, including, but not limited to, the payment of taxes and insurance, construction and repairs, replacement and additions to Common Property including roadways and utilities, payment of the cost of labor, employees, agents, accountants, attorneys, equipment, material, management and supervision necessary to carry out its authorized function, the repayment of loans to any bank or the Association utilized for the above described purposes, and the maintenance of adequate reserves as required by the Association and such other funds and/or accounts as, in the reasonable discretion of the Association, are deemed necessary to prudently and properly manage said funds and/or minimize risk (i.e. bank failure). Expenses shall be known and designated as "Common Expenses."

*Section 3. Initial Assessment.*

- 4.3.1. *Initial Assessment.* The Board of Directors of the Association shall fix for any calendar year, in addition to any and all other assessments authorized in this Declaration, an initial assessment to be paid by the grantee upon the transfer of a Lot or Dwelling Unit to an unrelated third party. The

amount of said initial assessment shall be determined annually by the Board of Directors. The initial assessment shall be paid at the time of transfer of the Lot or Dwelling Unit. The term "unrelated third party," as used herein shall mean and refer to all persons other than Owner's spouse.

*Section 4. Annual Assessments.*

- 4.4.1. *Annual Assessments.* The Board of Directors of the Association shall fix for any calendar year the annual assessment for each Lot or Dwelling Unit at an amount it deems appropriate to fund the budget for the Association. The annual assessment for calendar year 2019 shall be \$200.00 for each Lot or Dwelling Unit owned.

*Section 5. Special Assessments.*

- 4.5.1. *Special Assessments.* The Association may levy special assessments, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, utility installation, unexpected maintenance or repair and replacement of Common Property and capital improvements thereon, if any, and to repay any loan made to the Association to enable it to perform the duties and function authorized herein, provided that any such assessment shall not be rejected by a vote of the majority of the votes cast at a duly called meeting of the Association. Such special assessments, in any one year, may not exceed a sum equal to the amount of the maximum annual assessment for two years except for emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss.

*Section 6. Additional Special Assessments*

- 4.6.1. In addition to and notwithstanding the provisions of Article IV, Section 5, regarding special assessments, the Board of Directors of the Association may levy additional special assessments upon any Lot or Dwelling Unit within Graham Ridge properties for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction (including for the repair, resurfacing, etc. of any private street or roadway within Graham Ridge properties), unexpected maintenance or repair and replacement of Common Property and capital improvements thereon, including utilities, if any, and to repay any loan made to the Association to enable it to perform the duties and function authorized herein.

*Section 7. Individual Assessments*

- 4.7.1 In addition to and notwithstanding the provisions of Article IV, Sections 5 and 6, regarding special assessments and additional special assessments, the Board of Directors of the Association may levy individual assessments upon any Lot or Dwelling Unit within Graham Ridge properties for the purpose of defraying, in whole or in part, the cost of enforcement by the Association of any action taken or rule promulgated by the Association or any covenant herein.

*Section 8. Due Date of Annual Assessment.*

- 4.8.1. The annual assessments shall be fixed on a calendar year basis, provided, however, that liability for payment of the initial annual assessment shall accrue on the initial purchase of any Lot by an Owner and shall be prorated on a daily basis according to the number of days remaining in the year (365 days) of purchase. Thereafter, payment of subsequent annual assessments shall be due on the first day of each calendar year or on such other dates as from time to time may be established by the Association. The Association may provide for monthly, quarterly or semi-annual payment due dates

for the annual assessment in lieu of an annual payment date, provided the Owners are given thirty (30) days prior notice of any change. Payment of the assessment shall be delinquent thirty (30) days after any due date or billing date. The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

*Section 9. Uniform Rate of Assessment and Share of Common Expenses.*

- 4.9.1 The amount of any annual or special assessment and share of Common Expenses shall be the same for all Owners. The Association shall maintain separate accounting for "Common Expenses" which benefit all Lot Owners.
- 4.9.2. Unless otherwise approved by the Association, notwithstanding Section 4.9.1, any Contiguous Lot shall be assessed for Annual and Special Assessments as follows:
- 4.9.2.1. The first Lot or Dwelling Unit shall be assessed at the full assessment amount.  
All other Lots shall each be assessed at one half (1/2) of the assessment amount.
- 4.9.2.2. In the event a Lot is approved by the Association to be subdivided, and the subdivided parts of said Lot are added to the adjacent and contiguous Lots or Dwelling Units, then each resulting Lot or Dwelling Unit shall be re-platted and each shall pay one and one half (1 ½) of the assessment amount.
- 4.9.2.3. In the event that a contiguous lot is separated and conveyed apart from the adjacent contiguous lot, Owner shall be required to reimburse the Association in an amount equal to the amount of assessment savings realized by all Owners hereunder.

*Section 10. Duties of the Board of Directors.*

- 4.10.1. The Board of Directors of the Association ("Board") shall have such powers and duties as are prescribed in the Association's Articles and Bylaws, as amended from time to time, and by law, which shall include the following duties: to fix the amount and due date of all special, annual or other periodically payable assessments; to provide for interest to accrue on all unpaid assessments after the due date thereof at the rate of sixteen (16) percent per annum or at such other rate as the Board deems appropriate; to provide for the charging of a late fee and the payment of costs of collection, including reasonable attorney's fees incident to the collection of delinquent assessments and the enforcement and foreclosure of the Association's assessment lien and charge as provided for herein; to cause written notice of every assessment to be sent to the Owner subject to such assessment at least thirty (30) days prior to the due date thereof; to cause a written statement, signed by the President, Treasurer, or other appropriate officer of the Association, to be issued upon the demand of any person legitimately interested, setting forth the amount of any unpaid assessments, if any, with respect to any Lot or Dwelling Unit subject to assessment.

*Section 11. Subordination of Charges and Liens to Security Deeds.*

- 4.11.1. The lien and permanent charge of any assessment (together with any interest accruing thereon, late charges and costs of collection) pertaining to any Lot or Dwelling Unit is and shall be subordinate to the lien of any first priority security deed held by a bona fide institutional lender placed on such Lot or Dwelling Unit by the Owner if, but only if, all such assessments having a due date on or prior to the date such security deed is filed for record have been paid. Such subordination shall not relieve the Owner of the encumbered property of his personal obligation to pay all assessments coming due at a time when he is Owner, shall not relieve such property from the lien and permanent charge provided herein, and no sale or transfer of such property to the security deed guarantee or to any

other person pursuant to foreclosure, or pursuant to any other proceeding in lieu of foreclosure, or pursuant to a sale under power, shall relieve any Owner of any personal obligation, or relieve the Lot or Dwelling Unit or the then and subsequent Owners from liability for any assessment coming due after such sale or transfer. Notwithstanding the foregoing, the Association may at any time, either before or after any security deeds are placed on such property, waive, relinquish or quit claim in whole or in part the right of the Association to collect the assessments with respect to such property coming due during the period while such property is or may be held by a security deed grantee pursuant to such sale or transfer.

*Section 12. Remedies of Association Upon Failure to Pay Assessments.*

- 4.12.1. If any assessments are not paid within thirty (30) days from the date due, the Association may bring an action at law against the delinquent Owner personally for payment of the assessment, interest and charges due hereunder, including any attorneys' fees incurred, or in the alternative, may file an action to foreclose the lien of the Association against the Lot or Dwelling Unit of such Owner in the same manner in which actions are commenced for the collection and foreclosure of mechanics and materialmen's liens against the Owners of property as permitted by the laws of the State of Georgia.
- 4.12.2 In addition to the remedies set forth in 4.12.1 above, in the event that a Lot or Dwelling Unit Owner is delinquent in the payment of assessments, the Association shall have the authority to suspend said Owner's right to use of all Common Areas and Common Property incident to ownership of any Lot or Dwelling Unit.

**ARTICLE FIVE  
RESERVATIONS AND CREATION OF EASEMENTS**

In addition to the easements created or reserved by the Association elsewhere in this Declaration, the following easements shall and do exist:

*Section 1. Access.*

- 5.1.1. The Association is hereby granted an easement for access, ingress, egress and regress to and from and over any of the property subject to these Covenants as shown on any recorded plats of survey of Graham Ridge Subdivision and to and from any other property owned by the Association to access, install, service, replace, maintain, repair and improve any Common Property, or easements, or any other property owned by the Association, provided for herein or as shown on or established by such plats of survey. Mutual reciprocal easements for access are hereby reserved for the benefit of each Lot or Dwelling Unit across any other Lot or Dwelling Unit as may be necessary for the control, maintenance and repair of any utility, water, sanitary sewer or storm water lines, structures of facilities affecting or crossing any such Lot or Dwelling Unit.

*Section 2. Utilities and Drainage.*

- 5.2.1. The Association, and any other political subdivision as may have jurisdiction thereof and for such utility companies as may from time to time serve Graham Ridge and the property covered by this Declaration, is hereby granted the right, title and privilege of a general easement which shall be perpetual, alienable and assignable, to go in and on the property with men and equipment to construct, place, install, maintain and operate in, upon, across and through said premises in a proper and workmanlike manner, electric, water, gas, telephone, sanitary, storm sewer drainage systems, surface water drainage systems, and other conveniences and utilities (such systems hereinafter referred to collectively as utility systems), including trenching and installation of such conductors,

wires, cables, conduits, transformers, concrete pads, pipes, sewers, water mains, drainage areas, other equipment, apparatus, appliances, and structures necessary or convenient therefore, and including the right to cut any trees, bushes, shrubs, or other vegetation, make any gradings of the soil, or take any other action reasonable and necessary to provide economical and safe utility installation and to maintain reasonable standards of health safety and appearance. The easement herein reserved shall include the right to enter upon the premises with men and equipment for the purpose of installing, inspecting, maintaining, repairing and replacing the various utility systems, and the right at all times to remove and keep clear any obstructions that may, in any way, adversely affect the proper maintenance and operation of the various utility systems. The easement hereby reserved shall also include the right to construct drain ways for surface water whenever such action may appear to the Association to be necessary. These reservations shall not be considered an obligation of the Association to provide or maintain any such utilities or service. The exercise of this easement for the construction and installation of any given utility shall not bar the exercise of this easement for the construction and installation of other utilities.

### *Section 3. Common Property.*

- 5.3.1. Each Owner shall have a non-exclusive right and easement for the use, benefit and enjoyment of Common Property which easement shall be appurtenant to the Ownership of a Lot or Dwelling Unit. The rights and easements created hereby are subject to the following:
- 5.3.1.1. The right of the Association as provided in its Articles and Bylaws to suspend the easement rights of any Owner for any period during which assessments remain unpaid;
  - 5.3.1.2. The right of the Association to dedicate or transfer all or any part of the Common Property to any public agency, municipality, political subdivision, authority, or utility for such purposes and subject to such conditions as may be agreed upon by Owners entitled to cast a majority of the votes in the Association;
  - 5.3.1.3. The right of the Association, as provided in its Articles and Bylaws, to publish and enact reasonable rules and regulations governing or limiting the use of the Common Property.
  - 5.3.1.4. The right of the Association to redraw, revise, relocate, trade or sell any part of the Common Property without permission from or compensation to the Association or Property owners.

### *Section 5. Roads.*

- 5.5.1. The Association, for itself and for its mortgagees and for its mortgagee's successors and assigns, is hereby granted a non-exclusive, freely alienable perpetual easement for ingress, egress and regress over and across all roads within Graham Ridge for the purpose of access to public roads, lands within Graham Ridge or other lands of the Association.

### *Section 6. Utility Easements Along and Within Road Rights-of-Way.*

- 5.6.1. The Association is hereby granted, for itself, its assigns, and any and all utility companies, including but not limited to electric, water, gas, cable television, telephone, or other appropriate and approved utilities, a perpetual easement along, over and through any and all roadways, streets or cul-de-sacs for the purpose of installing, operating and maintaining any and all such utilities. This easement granted shall be in clarification and as a supplement to the general utility easements granted herein.

### *Section 7. Access Limitations*

- 5.7.1. No property subject to these Covenants shall be accessed in any way from any property either subject to these Covenants or not, except by such access or right-of-way or other easement as is granted hereunder.

## ARTICLE SIX AMENDMENTS TO DECLARATION

### *Section 1. General.*

- 6.1.1. This Declaration can be amended at any time provided that a majority of the votes cast at a duly called meeting of the Association vote in favor of the proposed amendment. If any proposed amendment to this Declaration is approved by the members as set forth above, the President or Secretary of the Association shall execute an amendment of this Declaration which shall set forth the amendment, the effective date of the amendment, which in no event shall be less than thirty (30) days after the date of recording of the amendment, the date of the meeting of the Association at which such amendment was adopted, the date that notice of such meeting was given, total number of votes of members of the Association, the total number of votes required to constitute a quorum of the meeting of the Association, the number of votes required to adopt an amendment, the total number of votes cast against the amendment. The amendment shall be recorded in the official real estate records of Morgan County, Georgia.

## ARTICLE SEVEN GENERAL PROVISIONS

### *Section 1. Duration.*

- 7.1.1. The Covenants and Restrictions of this Declaration shall run with and bind the property described herein and shall be and remain in effect, and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot or Dwelling Unit subjected to this Declaration, their respective heirs, legal representatives, successors, successors-in-title and assigns for a period of twenty (20) years after the date this Declaration is recorded. After this twenty (20) year period, these Covenants and Restrictions may be extended automatically for successive periods of ten (10) years each unless prior to the expiration of any ten (10) year period thereafter a written agreement is recorded in the real estate records of Morgan County, Georgia, by the terms of which these Covenants and Restrictions are changed, modified or extinguished in whole or in part as may be described in such agreement, which agreement shall be executed by the Association after approval of such action by a majority of the votes cast at a duly called meeting of the Association.

### *Section 2. Notices.*

- 7.2.1. Any notice required to be sent to any Owner pursuant to any provision of this Declaration may be served by depositing such notice in the mail, postpaid, regular mail, addressed to the Owner for whom it is intended at his last known place of residence, or to such other address as may be furnished to the Association, (it being specifically required of the Owner to keep the Association informed of current address) and such service shall be deemed sufficient. The date of such service shall be the date of mailing.

### *Section 3 Notices of Sale of Property.*

- 7.3.1. Each Owner, when such Owner conveys a Lot or Dwelling Unit within Graham Ridge, shall promptly notify the Association of the name and address of the new Owner of such Lot or Dwelling Unit. Compliance with this provision shall relieve such conveying Owner of personal liability for

Association assessments incurred after conveyance. Failure to comply with this provision shall constitute an admission by such selling Owner that such selling Owner shall continue to be personally responsible for such property Owner assessments and a declaration and admission by such Owner that such Owner consents to and shall remain subject to the jurisdiction of the Superior or Magistrate Court of the county in which such Lot or dwelling is located for purpose of suit to enforce collection of any and all such assessments. Notwithstanding anything in the forgoing paragraph to the contrary, any obligation incurred pursuant to section 4.1.1 hereinabove, prior to sale, shall continue to be the personal obligation of the Seller until paid.

*Section 4 Security.*

- 7.4.1. The Association may, but shall not be obligated to, maintain or support certain activities within the Properties designed to make the Properties safer than they otherwise might be. The Association shall not in any way be considered insurers or guarantors of security within the Properties, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. No representation or warranty is made that any security system or measures, including any mechanism or system for limiting access to any portion of the Properties, cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss, damage of injury or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and covenants to inform its tenants and all occupants, agents and invitees of its Lot or Dwelling Unit that the Association, its Board of Directors and committees, are not insurers and that each Person using the Properties assumes all risks of personal injury and loss or damage to property, including Lots, Dwelling Units and the contents of Dwelling Units, resulting from acts of third parties.

*Section 5. Wildlife.*

- 7.5.1. Each Owner and occupant, and each tenant, guest and invitee of any Owner or occupant acknowledges that the Properties are located in the vicinity of natural areas. Such areas may contain wildlife, including without limitation, bear, deer, foxes, opossums and snakes. Neither the Association, nor its Board, shall be liable or responsible for any personal injury, illness or any other loss or damage caused by the presence of such wildlife on the Properties. Each Owner and occupant of a Unit and each tenant, guest, and invitee of any Owner or occupant shall assume all risk of personal injury, illness, or other loss or damage arising from the presence of such wildlife and further acknowledges that the Association (and/or its Board), has made no representations or warranties, nor has any Owner or occupant, or any tenant, guest, or invitee of any Owner or occupant relied upon any representations or warranties, expressed or implied, relative to the presence of such wildlife.

*Section 6. Use of Common Area Indemnity.*

- 7.6.1. Without limiting any other provision herein, each person within any portion of the Common Areas accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupation of any portion of such Common Areas, including, without limitation, (a) noise from maintenance equipment, (b) use of pesticides, herbicides and fertilizers, (c) view restrictions caused by maturation of trees and shrubbery, (d) reduction in privacy caused by the removal or pruning of shrubbery or trees within any portion of the Common Areas and (e) design of any portion of the Common Areas. Each such person also expressly indemnifies and agrees to hold harmless the Association, and all employees, directors, representatives, officers, agents, and members of the foregoing, from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Areas, including for attorneys' fees and costs at trial and upon appeal. Without limiting the foregoing, all persons using the Common Areas do so at their own risk.



7.6.2. Each Owner agrees to indemnify and hold harmless the Association, its officers, partners, agents, employees, affiliates, members, directors and attorneys (collectively, "Indemnified Parties") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the Common Areas within the Property by Owners, and their guests, family members, invitees, or agents, or the interpretation of this Declaration and/or exhibits attached hereto and/or from any act or omission of the Association, or of any of the Indemnified Parties. Should any Owner bring suit against the Association, or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Owner shall be liable to such parties for all losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees at trial and upon appeal.

*Section 7. Enforcement.*

7.8.1. Enforcement of this Declaration shall be by any proceeding by law or in equity against any person violating or attempting to violate or circumvent any Covenant or Restriction, either to restrain or enjoin violations, damages, or by any appropriate proceeding at law or in equity against the land to enforce any lien created by this Declaration, and failure by the Association or 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. In addition to the above, each Owner of a Lot or Dwelling Unit does hereby grant the Association the right to enter the Lot or Dwelling Unit for the purpose of enforcing these covenants either through court order or self help without a court order.

*Section 8. Jurisdiction, Venue and Service of Process.*

7.8.1. All Owners of Graham Ridge properties located in Morgan County, Georgia, by virtue of such Ownership do hereby consent to personal jurisdiction and venue and agree to acknowledge service of process in all Courts of Morgan County, Georgia, for the purpose of the enforcement of this Declaration and the provisions thereof including but not limited to injunctive relief and collection of assessments hereunder.

*Section 9. Interpretation.*

7.9.1. In all cases, the Covenants and Restrictions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of the Association, will best effect the general plan of development and maintenance for Graham Ridge Subdivision. The Covenants and Restrictions shall be liberally interpreted, and if necessary, they shall be so extended or enlarged by implication as to make them fully effective.

*Section 10. Merger.*

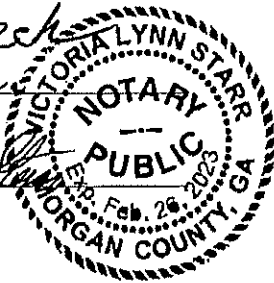
7.10.1. Upon a merger or consolidation of the Association with any other association, its assets, properties, rights, and obligations may, by operation of law or otherwise, be transferred to another surviving or consolidated association or alternatively, the assets, properties, rights, and obligations of any association may be transferred to the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the properties described herein together with the covenants and restrictions established upon any other property as one scheme. No such merger or consolidation, however, shall effect any revocation, change, or addition to the covenants established by this Declaration within the properties described herein. This Declaration shall act to modify and replace any previous Declaration of Covenants and Restrictions.

Section 11. Severability.

7.11.1 Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provisions or application. And to this end, the provisions of this Declaration are declared to be severable.

IN WITNESS WHEREOF, the Association and the Undersigned Owners have caused this Declaration of Covenants, Easements and Restrictions for Graham Ridge to be executed by them and the duly appointed officers of the Association.

Signed, sealed and delivered in the presence of:  
George P Beck  
Victoria Lynn Starr  
Unofficial Witness  
Victoria Lynn Starr  
Notary Public  
My Commission Expires:



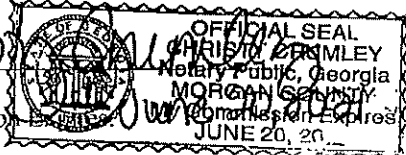
GRAHAM RIDGE HOMEOWNER'S ASSOCIATION, PHASE II, INC.

By: [Signature] (Seal)  
Print name / title: John Mitchell Capelan, President  
Attest: [Signature] (Seal)  
Print name / title: Leslie Craft, Treasure

(CORPORATE SEAL)

Signed, sealed and delivered in the presence of:

George P Beck  
Witness  
Christy Crumley  
Notary Public  
My Commission Expires:

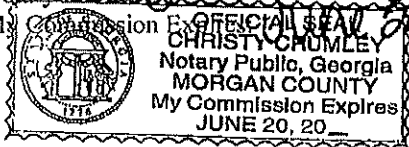


OWNER OF LOT 1

[Signature] (Seal)  
HORACE JORDAN, JR.

Signed, sealed and delivered in the presence of:

George P Beck  
Witness  
Christy Crumley  
Notary Public  
My Commission Expires: 06/20/2021



OWNER OF LOT 2

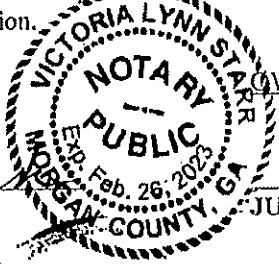
[Signature] (Seal)  
ERIC HENDERSON  
[Signature] (Seal)  
COURTNEY HENDERSON

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Association and the Undersigned Owners have caused this Declaration of Covenants, Easements and Restrictions for Graham Ridge to be executed by them and the duly appointed officers of the Association.

Signed, sealed and delivered in the presence of:

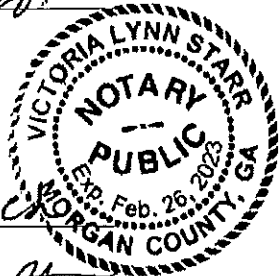
George P. Beck  
Witness  
Victoria Lynn Starr  
Notary Public  
My Commission Expires:



OWNER OF LOT 3  
Judy Azar (Seal)  
JUDY AZAR

Signed, sealed and delivered in the presence of:

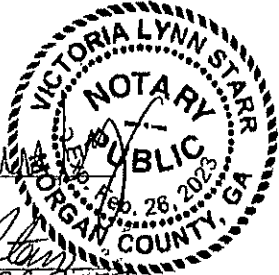
George P. Beck  
Witness  
Victoria Lynn Starr  
Notary Public  
My Commission Expires:



OWNER OF LOT 3  
Louis Azar (Seal)  
LOUIS AZAR

Signed, sealed and delivered in the presence of:

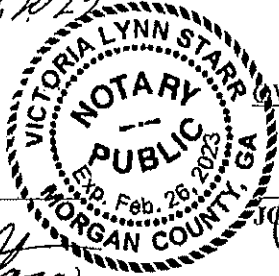
Michael Reams  
Witness  
Victoria Lynn Starr  
Notary Public  
My Commission Expires:



OWNER OF LOTS 4, 6, 9, 10, 11, 13, 14, 15, 16, 17, 20, 23, 24, 25, 29, AND AS FORMER DECLARANT:  
270 SOUTH MAIN LLC  
By: Patrick Reams, Its: Manager (Seal)

Signed, sealed and delivered in the presence of:

Melina Sisk  
Witness  
Victoria Lynn Starr  
Notary Public  
My Commission Expires:



OWNER OF LOT 5  
John Mitchell Copelan (Seal)  
JOHN MITCHELL COPELAN

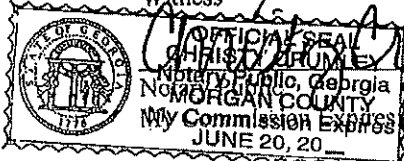
[SIGNATURES CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Association and the Undersigned Owners have caused this Declaration of Covenants, Easements and Restrictions for Graham Ridge to be executed by them and the duly appointed officers of the Association.

Signed, sealed and delivered in the presence of:

George P. Beck

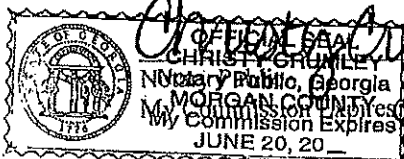
Witness



Signed, sealed and delivered in the presence of:

George P. Beck

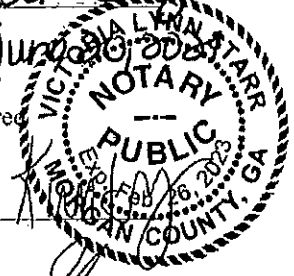
Witness



Signed, sealed and delivered in the presence of:

Nichole R. K...

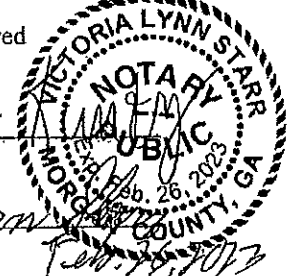
Witness



Signed, sealed and delivered in the presence of:

Nichole R. K...

Witness



Signed, sealed and delivered in the presence of:

Nichole R. K...

Witness

OWNER OF LOT 5

Daniela P. Copelan (Seal)  
DANIELA PERERA COPELAN

OWNER OF LOT 7

William Jacob Howard, Jr. (Seal)  
WILLIAM JACOB HOWARD, JR.  
Heather Rae Howard (Seal)  
HEATHER RAE HOWARD

OWNER OF LOT 8

George P. Beck (Seal)  
GEORGE BECK

OWNER OF LOT 8

Peggy D. Beck (Seal)  
PEGGY D. BECK

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Association and the Undersigned Owners have caused this Declaration of Covenants, Easements and Restrictions for Graham Ridge to be executed by them and the duly appointed officers of the Association.

Signed, sealed and delivered in the presence of:

George P Bech  
Witness

OWNER OF LOT 9

[Signature] (Seal)  
MICHAEL FOWLER



Christy Crumley  
Notary Public, Georgia  
MORGAN COUNTY  
My Commission Expires  
JUNE 20, 2021

Signed, sealed and delivered in the presence of:

Witness

Notary Public  
My Commission Expires:

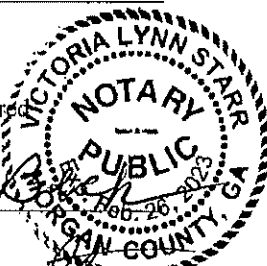
Signed, sealed and delivered in the presence of:

Witness

Notary Public  
My Commission Expires:

Signed, sealed and delivered in the presence of:

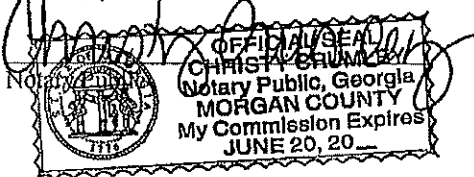
George P Bech  
Witness



Victoria Lynn Starr  
Notary Public  
My Commission Expires:

Signed, sealed and delivered in the presence of:

George P Bech  
Witness



OWNER OF LOT 12

~~[Signature] (Seal)  
ALBERT M. PERERA~~

OWNER OF LOT 12

~~[Signature] (Seal)  
ADYS PERERA~~

OWNER OF LOT 14 & 15

[Signature] (Seal)  
JEREMY MICHAEL ELLIOT

OWNER OF LOT 16

[Signature] (Seal)  
FREDERICK PETERS

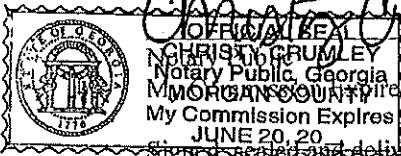
IN WITNESS WHEREOF, the Association and the Undersigned Owners have caused this Declaration of Covenants, Easements and Restrictions for Graham Ridge to be executed by them and the duly appointed officers of the Association.

Signed, sealed and delivered in the presence of:

George P. Beck  
Witness

OWNER OF LOT 12

[Signature] (Seal)  
ALBERT M. PERERA

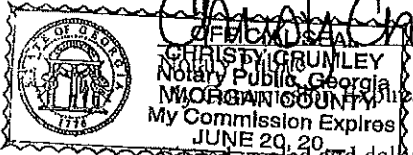


Christy Crumley  
June 20, 2021  
Signed, sealed and delivered in the presence of:

OWNER OF LOT 12

George P. Beck  
Witness

[Signature] (Seal)  
ADYS PERERA



Christy Crumley  
June 20, 2021  
Signed, sealed and delivered in the presence of:

OWNER OF LOTS 18 & 19  
7K PROPERTIES, LLC

[Signature]  
Witness

By: [Signature] (Seal)  
Print name / title: Leslie Craft / VP

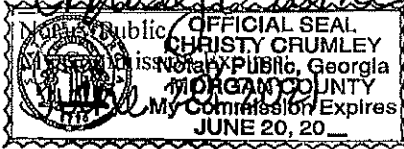
Christy Crumley  
Notary Public  
My Commission Expires June 20, 2021

Signed, sealed and delivered in the presence of:

OWNER OF LOT 21

[Signature]  
Witness

[Signature] (Seal)  
JONATHAN A. WHITE



[SIGNATURES CONTINUE ON FOLLOWING PAGE]

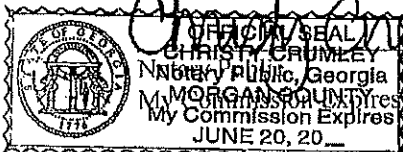
IN WITNESS WHEREOF, the Association and the Undersigned Owners have caused this Declaration of Covenants, Easements and Restrictions for Graham Ridge to be executed by them and the duly appointed officers of the Association.

Signed, sealed and delivered in the presence of:

George P. Beck  
Witness

OWNER OF LOT 21

Kelli White (Seal)  
KELLI S. M. WHITE

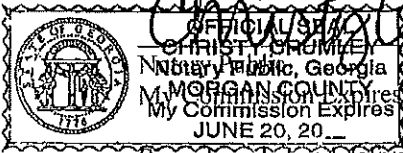


Signed, sealed and delivered in the presence of:

George P. Beck  
Witness

OWNER OF LOT 22

Christopher Nash Sherlock (Seal)  
CHRISTOPHER NASH SHERLOCK

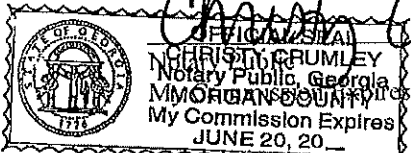


Signed, sealed and delivered in the presence of:

George P. Beck  
Witness

OWNER OF LOT 22

J. O'Kelley (Seal)  
JENNIFER JOHNSON O'KELLEY

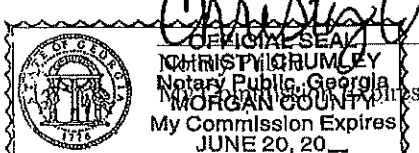


Signed, sealed and delivered in the presence of:

Woodie S. Knight  
Witness

OWNER OF LOT 26

Woodie S. Knight (Seal)  
WOODIE S. KNIGHT

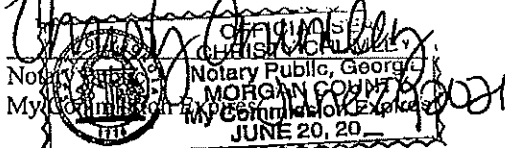


[SIGNATURES CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Association and the Undersigned Owners have caused this Declaration of Covenants, Easements and Restrictions for Graham Ridge to be executed by them and the duly appointed officers of the Association.

Signed, sealed and delivered in the presence of:

*George P. Beck*  
Witness



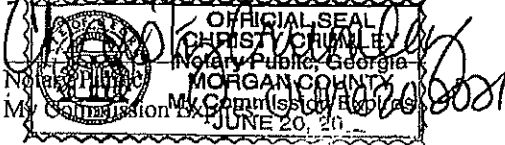
Signed, sealed and delivered in the presence of:

Witness

Notary Public  
My Commission Expires:

Signed, sealed and delivered in the presence of:

*George P. Beck*  
Witness



Signed, sealed and delivered in the presence of:

Witness

Notary Public  
My Commission Expires:

OWNER OF LOT 17

*[Signature]* (Seal)  
GEOFFREY F.W. GARROD

*[Signature]* (Seal)  
BETTE B. GARROD

OWNER OF LOTS 18 & 19  
7K PROPERTIES, LLC

*Signed page 21*

By: \_\_\_\_\_ (Seal)  
Print name / title: \_\_\_\_\_

OWNER OF LOT 20  
VENTURE HOME BUILDERS, LLC

By: *[Signature]* (Seal)  
Print name / title: Scott Edwards owner

OWNER OF LOT 21

\_\_\_\_\_  
(Seal)  
JONATHAN A. WHITE

*Signed page 21*

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

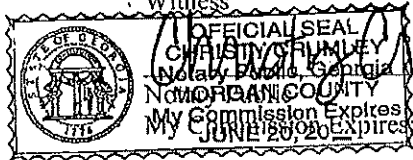


IN WITNESS WHEREOF, the Association and the Undersigned Owners have caused this Declaration of Covenants, Easements and Restrictions for Graham Ridge to be executed by them and the duly appointed officers of the Association.

Signed, sealed and delivered in the presence of:

Walt D. Alexander

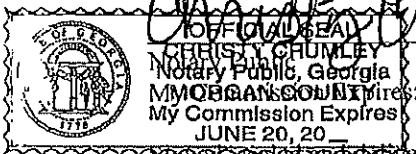
Witness



Signed, sealed and delivered in the presence of:

Christy Crumley

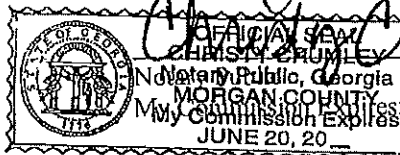
Witness



Signed, sealed and delivered in the presence of:

George Beck

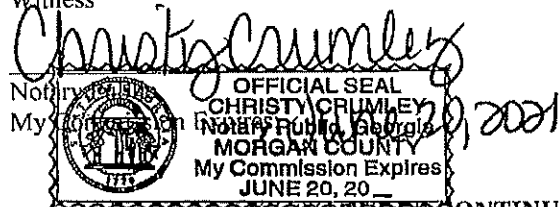
Witness



Signed, sealed and delivered in the presence of:

Loree Craft

Witness



OWNER OF LOT 26

Mary M. Knight (Seal)  
MARY M. KNIGHT

OWNER OF LOT 27

Walt D. Alexander (Seal)  
MATTHEW D. ALEXANDER

OWNER OF LOT 27

Thomasia K. Alexander (Seal)  
THOMASIA K. ALEXANDER

OWNER OF LOT 28

Edward T. Pirtle (Seal)  
EDWARD T. PIRTLE

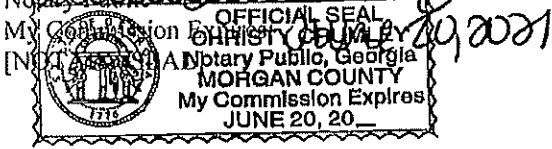
[SIGNATURES CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Association and the Undersigned Owners have caused this Declaration of Covenants, Easements and Restrictions for Graham Ridge to be executed by them and the duly appointed officers of the Association.

Signed, sealed and delivered in the presence of:

Joslin Craft  
Witness

Christy Cumley  
Notary Public



OWNER OF LOT 28

Linda G. Pirtle (Seal)  
LINDA G. PIRTLE

IN WITNESS WHEREOF, the Association and the Undersigned Owners have caused this Declaration of Covenants, Easements and Restrictions for Graham Ridge to be executed by them and the duly appointed officers of the Association.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public  
My Commission Expires:  
[NOTARY SEAL]

~~OWNER OF LOT 28~~  
\_\_\_\_\_  
LINDA G. PIRTLE (Seal)  
\* Signed on page 24 \*

**EXHIBIT A****Legal Description**

All those lots of land, situate, lying and being in the 400<sup>th</sup> District G.M. of Morgan County, Georgia shown as lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28 and 29 as well as the tracts of land labeled "Greenspace" "Graham Drive" and "Adelaide Court" on a plat from survey entitled "Final Subdivision Plat for Graham Ridge" by Patrick & Associates, Inc. dated September 6, 2005 and recorded in the Office of the Clerk of Superior Court of Morgan County, Georgia in Plat Book 37 at page 64-66, which plat is hereby incorporated by reference in aid of this description.