

STATE OF GEORGIA

GILMER COUNTY

DECLARATION OF
RESERVATIONS AND RESTRICTIONS

BEAVER LAKE ESTATES

WHEREAS, Beaver Lake Estates, Inc. is the owner of Beaver Lake Estates, residential subdivision to be developed in Land Lots 187, 174, 151, 138, and 137, 11th District, Second Section, Gilmer County, Georgia, and

WHEREAS, for the benefit and protection of the future and present owners of said lots in said subdivision and for the establishment and maintenance of sound values for the lots in said subdivision, it is desired that certain restrictions and reservations be imposed on said lots in said subdivision and be made a matter of public record, and property conveyed in said subdivision subject to such restrictions and reservations.

NOW, THEREFORE, for and in consideration of the premises, Beaver Lake Estates, Inc. imposes upon the said Beaver Lake Estates the following restrictions, reservations and conditions, all of which shall be deemed covenants running with the land:

1. This declaration shall be applicable to those certain lots within the Beaver Lake Estates Subdivision located within the above Land Lots, District and Section of Gilmer County, Georgia, as depicted on plats of survey filed of record in said county bearing express reference subjecting same to the terms hereof, and effective as to the lots shown on all such plats as of the date of filing for record.
2. The lots shall be used for residential purposes only, and not more than one detached dwelling house may be erected on any one lot. No dwelling house shall consist of less than 900 square feet of finished, heated living space, exclusive of porches, carports, garages, patios, etc. Each house shall be built on a permanent foundation.
3. No mobile homes shall be located on any lot. The location of recreational vehicles on lots on a temporary basis shall be subject to regulation by the By-Laws of Beaver Lake Estates Property Owners' Association, Inc. as the same may be amended from time to time.
4. All dwelling units erected on lots or parcels of land restricted to residential purposes only shall be constructed in a good and workmanlike manner and shall be maintained at all times in a good state of repair. The exterior of all permanent dwelling units shall be established and maintained in an attractive manner in keeping with the natural beauty and attractiveness of the subdivision area. Upon the commencement of the construction of any residential dwelling or accessory building, such construction shall be completed within six months from the commencement of such construction.
5. The establishment, maintenance and use of all lots or parcels of land within the subdivision with regard to the disposal of sewage and effluent shall be done in strict compliance with currently existing State and County Health regulations. In particular, no outside toilets shall be allowed on any lot

See Book 329, Page 230

See Book 330, Page 39

See Book 699 Page 282

See Book 1058 Page 378

8/1/87

in the subdivision, and no waste or effluent shall be permitted to enter any of the streams. Further, all sanitary arrangements must be inspected and approved by local or State Health Officers.

6. Each lot owner agrees to have the location of any well or septic tank first approved by the Gilmer County Health Department or any successor body of appropriate jurisdiction, prior to the construction of such facilities.

7. The erection of any permanent or temporary dwelling or appurtenant building thereto shall be placed at least thirty-five feet from the front and rear lines of the property, and at least ten feet from the sidelines of the property, and at least ten feet from the sidelines of any abutting property owner; provided, however, if a building setback line is shown on a recorded plat, the line so shown on the plat shall prevail over this declaration.

8. No animals or fowl shall be kept or maintained on any lot or parcel of land, except household pets, which pets must be confined to the owner's lot or parcel of land unless such pet is on leash and under the direct supervision of said owner or his agent while in the subdivision area.

9. Beaver Lake Estates, Inc., for itself, its successors and assigns, reserves easements for the installation and maintenance of all utilities and drains, parallel to and ten feet from all rear lot lines, and said Beaver Lake Estates, Inc., for itself, its successors and assigns, reserves the right of ingress and egress to such areas for the purpose of maintaining, installing and operating any of the above-mentioned installations.

10. No noxious or offensive activity shall be carried on, on any lot or parcel of land, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood.

11. No lot or parcel of land shall be used or maintained as a dumping ground for rubbish or trash, garbage or other waste, including, but not limited to, junk vehicles of any sort and household waste; and said lots and parcels of land shall be kept in a clean and sanitary condition.

12. No advertising activity of any kind shall be allowed on any parcel of land or lot, except one sign of no more than four square feet advertising the lot or parcel of land for sale or lease by the owner thereof, or such owner's agent.

13. Property owners in Beaver Lake Estates, by acceptance of a deed or entering into a contract for the purchase of property in said subdivision, covenant and agree to pay to Beaver Lake Estates Property Owners' Association, Inc., a Georgia non-profit corporation, annual membership dues and such special assessments that may hereafter be charged by said association in accordance with its Charter and By-Laws.

The annual membership dues shall be used by the association for the purpose of maintaining roads within the subdivision, and for such other purposes which may from time to time be authorized by the Board of Directors of the association.

In the event annual membership dues or special assessments are not paid when due, such amounts owed shall thereafter bear interest at the rate of 7% per annum from the date of delinquency. Further, in the event it becomes necessary for the association to

take any legal action to collect any delinquent payments, and any interest thereon, there shall be added to such payment amounts reasonable as attorney's fees and all court costs incident thereto. All membership dues and payments payable to the Beaver Lake Estates Property Owners Association, Inc., together with any interest or legal fees or costs incident thereto, if any, shall be a charge on the land owned by each property owner, and shall be a continuing lien upon said property.

The lien of the annual membership dues and assessments provided for herein shall be subordinate to the lien of any first Deed to Secure Debt now or hereafter placed upon any lot and subject to said payments; provided, however, that such subordination shall apply only to the dues or assessments which have become due and payable prior to a sale or transfer of such property, pursuant to a foreclosure proceeding of the said first Deed to Secure Debt, or any proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for the lien of any dues or assessments thereafter becoming due, and of any such subsequent dues or assessments.

14. These restrictions shall be considered as covenants running with the land, and shall be binding upon the purchaser of any lot or parcel of land in said subdivision, together with purchaser's heirs, assigns and successors.

15. Any invalidation of any of these covenants or restrictions shall in no way affect any other of the provisions herein, and shall thereafter remain in full force and effect.

IN WITNESS WHEREOF, Beaver Lake Estates, Inc. has executed this instrument by its authorized officer, on this 21 day of April, 1978.

(Corporate Seal)
BEAVER LAKE ESTATES, INC. (SEAL)

By: [Signature]
President

Signed, sealed and delivered in the presence of:

[Signature]
Witness

Notary Public (Seal)

Notary Public, Georgia State of Large
My Commission Expires July 2, 1979

GEORGIA, GILMER COUNTY
Clerk of Superior Court

Filed for record this 8th day of
April 1978 at 10:45 A. M.

Clerk Superior Court

Filed for record 8th day of April, 1978 at 10:45 o'clock A.M.
Recorded 10th day of April, 1978.

Willard Ralston, Clerk

8/189

STATEMENT OF RESERVATIONS, RESTRICTIONS,
TAXES, AND ASSESSMENTS

NAME OF DEVELOPER: BEAVER LAKE ESTATES, INC.

ADDRESS: 100 Beaver Lake Drive
Rt. 3, Box 328 A
Ellijay, Ga. 30540

OWNER: (If developer is other than owner)
Developer is Owner

NAME OF SUBDIVISION: Beaver Lake Estates

LOCATION: Land Lots 187,151,174,138 and 137
11th District
2nd Section
Gilmer County, Georgia

NUMBER OF LOTS IN SUBDIVISION: 774

NUMBER OF ACRES IN SUBDIVISION: 625±

1. RESERVATIONS AND RESTRICTIONS

The reservations and restrictions applicable to Beaver Lake estates Subdivision are set out in the "Declaration of Reservations and Restrictions" dated March 29, 1978, and recorded in Deed Book 81, Page 187, Gilmer County Records.

These reservations are applicable to all lots shown on plats expressly subject to the reservations and filed of record in Gilmer County, Georgia. No lots will be sold which have not been platted of record by plat expressly subject to the reservations. All lots within the subdivision are therefore subject to the reservations and the reservations are enforceable by other lot owners within the subdivision. No lots in the subdivision will be leased. A true, correct, complete and verbatim copy of the reservations follow:

See Book 699 Page 289
See Book 1058 Page 378

GEORGIA, GILMER COUNTY
Clerk's Office — Superior Court
Filed for record this 29th day of
November 1979 at 9:30 o'clock
A.M. and Recorded in Book 92 Page 714
this 29th day of November 1979

Willard Ralston
Clerk Superior Court

92/714