

**Please cross-reference to
Deed Book 856, page 447**

STATE OF GEORGIA
COUNTY OF GILMER

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AMENDMENT

To

*Declaration of Covenants, Conditions and Restrictions
for Clear Creek Acres*

THIS AMENDMENT to the *Declaration of Covenants, Conditions and Restrictions for Clear Creek Acres* is made this _____ day of _____, 2023.

Recitals

A. *The Declaration of Covenants, Conditions and Restrictions for Clear Creek Acres* (“the Declaration”) dated June 28, 1996, was recorded in Deed Book 508, page 240, *et.seq.*, Gilmer County Records, as supplemented by instrument dated November 10, 1997, and recorded in Deed Book 592, page 449. Per the terms of the Declaration, the Clear Creek Acres subdivision and the CLEAR CREEK ACRES OWNERS ASSOCIATION, INC., the owners association charged with administration of the Clear Creek Acres residential community (the “Association”) are governed by the terms of the Georgia Property Owners’ Association Act (the “Act”) (O. C. G. A. § 44-3-220, *et.seq.*)

B. THE ASSOCIATION desires to amend the Declaration as set forth herein.

C. In accordance with the Act, the Association has complied with the provisions pertaining to Amendment of the Declaration. The statement of the president of the Association is attached hereto as provided in O. C. G. A. § 44-3-226.

Now Therefore, consistent with the terms and provisions of the Declaration, and in accordance with the Act, the Declaration, as earlier supplemented, is hereby *amended* as follows.

I. Paragraph 2 of the Declaration is deleted and shall be replaced by the following:

The Lots subject to this Declaration shall be used for residential purposes only. No commercial activity, including without limitation engaging in any trade or business, except that the Owner or Occupant residing on a Lot may conduct business activities within the dwelling located thereon provided that the activity: (a) does not otherwise violated the provisions of the Declaration (and any amendments or supplements thereto and specifically including this Amendment), By-laws or any rules and regulations of the Association; (b) is not apparent or detectable by sight, sound or smell from the exterior of the Lot; (c) does not unduly increase traffic or create parking congestion; (d) conforms to all zoning requirements for the zoning classification for the area; (e) does not increase the insurance premium paid by the Association; (f) is consistent with residential character of the Clear Creek Acres community; (g) does not constitute a nuisance or a hazardous or offensive use; (h) does not threaten the security or safety of other residents of the Clear Creek Acres community; and (i) does not involve door-to-door solicitation within the community by employees, clients, customers, suppliers, vendors or other business invitees, all as may be determined in each case in the sole discretion of the Board of Directors of the Association. No more than one dwelling shall be placed on a Lot; and no Lot shall be further subdivided.

II. The first sentence of Paragraph 3 shall be deleted and replaced by the following sentence: No dwelling shall have less than 1500 square feet of finished, heated living space, exclusive of porches, carports, garages, patios, etc.

III. Paragraph 9 shall be amended to add to the end of said paragraph: No Noxious Activity should be carried on any lot or parcel of land, nor shall anything be done thereon which shall become an annoyance or nuisance to the neighborhood. Noxious Activity is defined as any activity that interferes with a property owners right to quiet enjoyment and safety on their property.

Noxious Activity is defined as but not limited to the following:

OBNOXIOUS ANIMALS. Any animal that barks, bays, cries, or howls, brays, or makes any noise continuously for more than ten minutes, or engages in such noise intermittently for one-half hour or more at any time of night or day, is engaged in a Noxious Activity under this provision and subject the owner of the property to enforcement. The testimony of a property owner who can identify the animal and attest to the violation shall be sufficient evidence of the Noxious Activity. The property owner of the lot where such animal is residing or visiting shall be responsible for assuring that the animal does not constitute a Noxious Activity under this provision.

DISCHARGE OF FIREARMS. The discharge of firearms within the Clear Creek Acres subdivision constitutes a Noxious Activity, except as set forth in this paragraph. Firearms may be discharged by a property owner during daylight hours and for no longer than 30 minutes, provided that it does not constitute an objective nuisance to neighbors. It is the sole responsibility of the property owner (and the operator of the firearm) to take all necessary precautions to ensure the safety of all persons in the Clear Creek Acres

community. Nothing in this provision shall impose responsibility on the Board of Directors or the Association to monitor or control the discharge of firearms. The exceptions contained in this paragraph apply to property owners only. No tenant shall discharge a firearm or any other weapon anywhere at any time within the Clear Creek Acres community.

OUTDOOR PARTIES AND EVENTS. At all outdoor EVENTS, no loud music or related noise audible to surrounding homes shall be permitted after 11:00 p.m.

SOUND SYSTEMS. No lot owner shall permit the use of sound systems, music amplification or noise production on a lot (including without limitation, motor vehicles) at decibel levels which disturb the peace, quiet, comfort or repose of any person in his or her home.

FIREWORKS. Use of fireworks shall not be permitted after 10:00 p.m. (other than on Independence Day, Memorial Day, Labor Day, and New Years Eve), and shall be limited to 30 minutes, and shall be in strict compliance with state, federal and local law. All debris from fireworks shall be cleaned up promptly.

EXPLOSIVE DEVICES. Detonation of explosive devices anywhere within the Clear Creek Acres community are strictly prohibited. A violation of this provision constitutes a "Violation of a Serious Nature" and subjects the property owner to the enforcement measures which may be adopted by the Board.

DRONES. All use of drones in Clear Creek Acres shall comply with applicable federal and local laws, including but not limited to the rules and regulation of the Federal Aviation Administration, including without limitation rules and regulations applicable to "first person video" AND other video capabilities. Operation of drones after dark is prohibited. Operation of drones which produce noise within hearing of any homes in Clear Creek Acres is also prohibited. The property owner of the lot on which the drone is operated shall be responsible for any and all damage or injury caused by the drone, and for any damage or injury caused by owner, and his or her family, tenants, agents, employees, contractors or guests, while operating the drone.

Drones shall not be used for photographing or following other property owners, their family, tenants, agents, employees, contractors or guests, and shall not collect or transmit images of people, structures or vehicles on any lot, subdivision road or common area, or otherwise where a reasonable expectation of privacy exists, without the written permission of the lot owner and or parties being photographed.

COMMERCIAL DRONES. Commercial operation of drones constitutes a per se commercial activity and is prohibited as a commercial use inconsistent with the residential character of the Clear Creek Acres community. Use of drones in connection with the marketing and sale of lots and homes in the community, and drones used in connection with home inspections and repairs, does not constitute a prohibited commercial use.

IV Paragraph 10 shall be supplemented by the following Enforcement provisions, and by the following Paragraphs 10.1. and 10.2.

ENFORCEMENT AND VIOLATIONS OF A SERIOUS NATURE. The Board of Directors is authorized to adopt Rules and Regulations for the administration and enforcement of the Declaration, as amended, and to promote and protect the aesthetic and economic values of the Clear Creek Acres community. The Board is authorized to adopt a system of fines and other measures for the enforcement of the provisions contained in the Declaration, as amended, and the Rules and Regulations from time to time adopted by the Board. All such fines and other monetary impositions shall be chargeable to the lot and become a lien on the lot enforceable as an unpaid general assessment, except as may be determined by the Board. The Board shall also have the authority to impose a system of fines and other measures to prevent VIOLATIONS OF A SERIOUS NATURE which are defined as actions that constitute potential threats to the health or welfare of human beings or their property. Examples of such Violations include but are not limited to, a) improper disposal of, or failure to control hot coals, embers, etc. such that accidental fires occur or are likely to occur; b) belligerent, hostile, harassing, threatening, or combative conduct, including aggressive animals; c) improper use of poisons or herbicides; d) allowing or causing projectiles from any weapons or firearms to extend past the owner's lot lines.

10.1

LEASING AND RENTAL. In order to carry out the purpose for which the Clear Creek Acres community was formed AND to preserve the residential character of the community by ensuring a community of predominantly owner-occupied homes and preventing the emergence of a renter-occupied community, and to comply with eligibility requirements for financing in the secondary mortgage market and satisfy criteria of a substantially owner-occupied community, all leasing and rental of lots or homes shall be governed by the following restrictions.

1. NO SHORT-TERMS RENTALS. Except as set forth below, under no circumstances SHALL a lot or home be leased, rented or used for short-term rentals or sub-rentals, or used for transient or hotel purposes, or rented through short-term internet rental services, including without limitation AirBnB style, VRBO, or other similar rental services.
2. EXCEPTION FOR Long-TERM LEASES. This provision shall apply to any lease of the entirety of a lot and home for a period of one year or more. The owner shall advise the tenant of these covenants and any rules and regulations related thereto. This exception is conditioned upon the owner providing at the inception of the lease a fully executed copy of the lease, together with contact information for both the owner and the tenants. All lease tenants, and the lot owner, shall be jointly and severally bound by these covenants, and subject to enforcement as set forth herein. In the event of repeat violations which affect the health, safety, or comfort of the other owners, or which constitute a nuisance to the community, as reasonably determined by the Board, the Board reserves the right to withdraw the exception for long-term leasing with respect to the specific long-term lease and to enforce the continued rental occupancy as a violation of these covenants.
3. HARDSHIP. In cases of hardship, an owner may apply to the Board of Directors for a hardship leasing permit, as set forth below. No such hardship leasing permit shall be transferable except in a bona fide estate planning transaction. Hardship may be

demonstrated by, a) the death of an owner and his or her estate is under administration; b) the owner must relocate outside the North Georgia area and cannot within six months sell the property except at a price below the current appraised market value; c) the lot had been under a lease at the time that this amendment was adopted; or d) the owner takes a leave of absence or temporarily relocated out of the area and intends to return within one year. The foregoing does not represent an exclusive list of factors which the Board may consider in providing a hardship leasing permit. A condition for the grant of a hardship leasing permit is the owner providing to the Board of Directors a copy of the fully executed lease, together with the name of all persons occupying the property under the lease, and any other information the Board may reasonably request.

10.2

PARKING. There shall be no overnight parking on the private roads in the Clear Creek Acres community. Any daily parking on a private subdivision road shall require that the vehicle be removed as far as practicable from the lane of travel. No vehicle shall be parked on another lot or on a private road adjacent to another lot without the express permission of the lot owner. Vehicles illegally parked will be subject to a \$50 assessment for the first offense, \$100 for subsequent offenses (which amounts may be changed by the Board) and shall thereafter be subject to being removed by tow truck without further notice. All towing and storage charges will be applied in addition to the above sanctions.

PROPERTY MAINTENANCE. All maintenance of dwellings and lots is the sole responsibility of the owner. Dwellings and lots shall be kept in good repair and shall comply with state and local laws and ordinances. Such responsibility shall include, a) prompt removal of all trash, garbage and rubbish; b) lawn mowing; c) tree and shrub pruning; d) watering of landscaped areas; e) keeping walkways and driveways in repair; f) maintaining drainage and grading in good condition; g) keeping the exterior of dwellings, sheds and out buildings in good repair; and h) removal of dead or fallen trees. This list is intended as illustrative and not exhaustive, and shall be governed by the aesthetic and economic values of the Clear Creek Acres community. In the event that the Board determines that any owner has failed or refused to maintain his or her property consistent with the above, the Board shall forward written notice of the Association's intent to provide such necessary maintenance, repair or replacement as set forth herein under Right of Abatement.

V Paragraph 13 shall be supplemented by the following Subsection (d) related to the imposition of Fines.

FINES.

The Board of Directors is hereby authorized to impose fines for violations of the Declaration as amended, and any Rules and Regulations properly adopted by the Board. The Board is authorized to adopt procedures establishing fines and providing procedures to assure that the imposition of fines is administered fairly. At a minimum, the Board shall provide that prior to the imposition of a fine, the violator shall be notified of the specific

violation in reasonable detail and the amount of the fine to be imposed. Such notice shall advise the violator that he or she may appeal the fine by written notice to the President of the Association or any representative that he or she may designate in writing. The President or his or her delegate shall advise the violator in writing of the time and place of the hearing on the appeal, and shall allow the violator reasonable opportunity to contest the fine. The person or persons designated to hear the appeal of the fine shall be determined by the Board or any committee properly designated by the Board. The person or persons designated to hear the appeal may affirm the fine, cancel the fine, reduce the fine, or condition payment of the fine as the hearing designee(s) shall determine. If the fine or any portion thereof is affirmed, the violator shall have thirty (30) days within which to pay the entire amount. Thereafter, and without further notice, the amount of the unpaid fine shall become a lien on the property of the violator or upon the property of the entity controlled in whole or in part by such violator, and otherwise collectible as a general assessment.

THIS AMENDED DECLARATION shall bind the above-described property and all interest holders thereof. Except where inconsistent with the foregoing, the original Declaration shall remain in effect as fully and completely as if set forth in its entirety herein.

IN WITNESS WHEREOF, the undersigned sets hand and seal.

Signed this ____ day of _____, 2023
in the presence of:

CLEAR CREEK ACRES
OWNERS ASSOCIATION, INC.

Unofficial Witness

Jonathan Carver, President

Notary Public

Secretary

[Notary Seal Affixed]

[Corporate Seal Affixed]