

First Supplemental
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CLEAR CREEK ACRES

THIS SUPPLEMENTAL DECLARATION is made this 10th day of November, 1997, by WILLIAM T. WOLFE, individually and as Executor of the Estate of Marie P. Wolfe (a/k/a Marie T. Wolfe), hereinafter referred to as "Declarant".

WHEREAS, on June 28, 1996, Declarant recorded the Declaration of Covenants, Conditions and Restrictions for Clear Creek Acres (the "Declaration"), which is recorded in Deed Book 508, page 240, Gilmer County Records; and,

WHEREAS, Declarant desires to amend the Declaration so as to make additional property subject to the terms thereof, in order to further enhance the enjoyment of both the present property and the property to become subject thereto.

NOW THEREFORE, the property described below is hereby made subject to the Declaration, as modified below,

PROPERTY DESCRIPTION -

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 1 and 36, 5th District, 2nd Section, Gilmer County, Georgia, known as CLEAR CREEK ACRES, PHASE IV, as shown on a Final Plat of Clear Creek Acres, Phase 4 & Revised Lot #16, Phase 2, prepared by James Charles Boling, RLS #2531, dated October 29, 1997, and recorded in Plat Book 30, page 106, Gilmer County Records, to which reference is made for a complete and accurate legal description.

The above-described property shall be subject to the Declaration and shall be governed by the Clear Creek Acres Owners Association, Inc., which shall be responsible for the maintenance of all private roads in the subdivision as shown on the above plat.

THIS SUPPLEMENTAL DECLARATION shall bind the above-described property and all owners thereof. Except where inconsistent with the foregoing, the Declaration shall attach and bind the above-described property as fully and completely as if set forth in its entirety herein.

These covenants, conditions and restriction are intended to run with the land, and to inure to the benefit of, and be binding upon, each interest so conveyed or reserved and all parties having or acquiring any right, title, interest or estate therein.

IN WITNESS WHEREOF, the undersigned does set hand and seal.

Wm Walke

William T. Wolfe, individually and as the

[SEAL]

Execulor of the Estafe of Marie P. Wolfe, deceased

DECLARATION
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CLEAR CREEK ACRES

THIS DECLARATION is made this 1st day of JUNE, 1996, by WILLIAM T. WOLFE, Individually and as Executor of the listle of Marie P. Wolfe (a/k/a Marie T. Wolfe), hereinafter referred to as "Declarant". Declarant is the owner of certain real property located in Land Lots 1 and 36, 5th District, 2nd Section, Gilmer County, Georgia, known as CLEAR CREEK ACRES, PHASE III.

The Declarant proposes to subdivide the property into lots for sale to the general public. By this Declaration, Declarant intends to establish certain covenants, conditions and restrictions (referred lo collectively hereafter as the "restrictions") on the lots for the benefit and protection of the future and present owners of the lots and for the establishment and maintenance of sound values for the lots. The restrictions herein are intended to run with the land, and to inure to the benefit of and be binding upon each interest so conveyed or reserved and all parties having or acquiring any right, title, interest or estate therein. The restrictions herein are intended to be mutually enforceable by and upon all such parties, which shall include the Declarant, his heirs, successors and assigns. It is Declarant's intention that this Declaration, the real property subject hereto and the homeowners association created in accordance herewith be governed by the Georgia Property Owners' Association Act.

1.

This Declaration shall be applicable to those subdivided lots (the "Lots") and roads which appear on a Final Plat for Clear Creek Acres (Phase [III]) denominated with a lot number on said plat, which is filed of record in the Office of Superior Court of Gilmer County. This Declaration shall also be applicable to lots in any past of fulure phase of said subdivision, the deeds to which bear express reference to this Declaration. Nothing herein shall be construed as an obligation on the part of Declarant to subject other phases or lots in the subdivision to this Declaration.

2.

The Lots subject to this Declaration shall be used for residential purposes only: no commercial activily shall be conducted. No more than one dwelling shall be placed on a Lot; and no Lot shall be further subdivided.

3.

No dwelling shall have less than 1000 square feet (or 700 square feet on the ground floor) of finished, heated living space, exclusive of porches, carports, garages, patios, etc. Each dwelling shall be built on a permanent foundation. Construction of the exterior of a dwelling shall be completed within twelve months af commencement. With the exeption of foundations, no building shall be constructed of concrele block, and all roofs shall have customary pitch. All exterior concrete block or poured concrete shall be covered by rock, stucco or other decorative material. No commercial, short-wave or other type o/ conspicuous antennae shall be permitted, with the exception of ordinary television antennae. Satellite

dishes shall be kept in the backyard or behind a screen acceptable to the Association. Propane tanks shall be below ground or screened from street view. All construction and other improvements shall be performed in strict compliance with state and local laws, regulations, codes and ordinances. Any damage or disturbance to a road or water system in the subdivision in connection with construction or other activity on a lot shall be the responsibility of the owner of such lot. Such owner shall, at a minimum, restore the road and water system, as nearly as practicable, to its former condition, at such owner's sole expense. Proper culverts or tiles shall be installed under all driveways, which shall have an asphalt, concrete or all-weather gravel surface. No silt or other drainage arising directly or indirectly from construction shall be permitted to enter upon the lot of another owner. Any violation of any land disturbance ordinance or law, or other land use regulation, shall be a violation hereof.

4.

No mobile homes shall be placed on any Lot. The location of recreational vehicles on Lots on a temporary basis shall be subject to regulation by the Association (as described below), as the same may be amended from time to time. No commercial vehicle, motor home, recreational vehicle, camper, boat or boat trailer or like equipment shall be permitted on any lot on a permanent basis, but shall be allowed on a temporary basis not to exceed forty-eight (48) consecutive hours. Notwithstanding the foregoing, any such vehicles or equipment may be stored on a lot, provided such vehicle or equipment is kept in an enclosed space approved by the Association. No semi-tractors or other commercial vehicles shall be parked on or adjacent to a lot, except for such vehicles used to commute to and from work. No structure of a temporary character such as abasement, trailer, lean-to, tent, shack, garage, barn or other outbuilding shall be used as a residence at any lime.

5.

The establishment, maintenance and use of all Lots with regard to the disposal of sewerage 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, and no waste or effluent shall be permitted to enter any streams. All sanitary arrangements must be inspected and approved by local or Stale Health Officers.

6.

No animals or fowl shall be maintained kept on any Lot except household pets, which must be confined to the Lot unless such pet is on a leash or under the direct supervision of sald owner or his agents provided, however, that horses or cows may be kept on Lots larger than four (4) acres, If the area in which such animals are kept is fenced properly.

7.

No mass removal of trees will be allowed unless such is necessary for construction, or to prevent a hazard. Furthermore, no large trees shall be removed from the properly except in connection with the reasonable requirements of construction and landscaping, or where such trees are dead, damaged or present a hazard.

8.

Declarant for himself, and his successors and assigns, reserves easements for the installation and maintenance of all uttlites and drains along a strip of land twelve and one-half (12 1/2) feet in width

contiguous to all Lot lines and subdivision boundaries, and as may be shown on the above-mentioned plat. Declarant for himself, and his 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 utilities and drains.

9.

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

10.

No Lot or other area in the subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, including, but not limited to, junk vehicles of any sort and household waste; and shall be kept clean and in sanitary condition. No stumps or other debris from clearing or excavation shall be buried or disposed of on a Lot.

11.

Lot owners in the subdivision, by acceptance of a deed or by entering into a contract for the purchase of a lot in the subdivision shall become members of the Clear Creek Acres Owners Association ("Association *), a non-profit Georgia corporation, and covenant and agree to pay to the Association annual membership dues and such special assessments (collectively, the "Dues and Assessments") as may hereafter be charged by the Association in accordance with its charter and by-laws. for a period of two (2) years from the filing date of this Declaration or until such time as the Declarant shall sell or otherwise dispose of seventy-five (75%) per cent of the lots in the subdivision, whichever shall first occur, the Declarant shall be entitled to appoint the directors of the Association. Such period of developer control may be shortened (but not lengthened) at the election of the Declarant. At the expiration of such period, the directors of the Association shall be elected by the owners of lots on the basis of one vote per lot. Nothing herein shall be construed as limiting the right of the Declarant to exercise any vote to which it may be entitled by virtue of its ownership of lots.

The Dues and Assessments shall be used by the Association for the purpose of maintaining roads within the subdivision and any entrance structure or security gate and related equipment, and for other purposes which may from time to time be authorized by the Board of Directors of the Association.

The Dues and Assessments, together with charges, interest, costs and reasonable attorney's fees, in the maximum amount permitted by law, shall be a lien upon the Lot against which Dues and Assessments are made on the due date thereof. Such amounts shall also be the personal obligation of the person or entity who was the owner of the Lot on said due date. Each owner shall be liable for his or her portion of each assessment coming due while he or she is the owner of a Lot and his or her grantee shall be jointly and severally liable for such portions thereof as may be due and payable at the time of conveyance.

Any assessments not paid when due shall be delinquent. Any assessment delinquent for a period of more than ten (10) days shall incur a late charge of 10% of the amount due. Said amount together with the late charge shall accrue interest at the maximum allowable rate. In the event the assessment remains unpaid after sixty (60) days, the Association may, as the board shall determine, institute suit to collect such amounts and to foreclose its lien. Each Owner, by his or her acceptance of a deed to a Lot, vests In

the Association or its agents the right and power to bring all actions against him or her personally for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien herein shall be subject to any security interest securing a bona fide purchase money loan or refinancing thereof made previous to the date of attachment of said lien.

12.

The Association shall have the authority to review any and all plans for the installation or construction of improvements upon any Lot. No Lot owner shall engage in such installation or construction (Including exterior additions or alterations) without the prior written approval of the Association; provided however, that any application upon which a decision is not made by the Association within thirty (30) days of application shall be deemed approved. The Association shall have the authority to reject any plan which does not, in the reasonable discretion of the Association, represent standards appropriate for the subdivision. The Association may likewise reject any plan if the Association reasonably finds that such plan would create aesthetic values which would adversely impact the monetary or common aesthetic value of the other Lots.

13.

- a. This Declaration shall inure to the benefit of and shall be enforceable by (1) the Declarant so long as he is an Owner, (ii) the Association, and (iii) each Owner, his legal representatives, heirs, successors and assigns.
- b. In the event of a violation or breach of any restriction contained in this Declaration the Association shall give written notice by certified mail to the Owner setting forth in reasonable detail the nature of such violation or breach and the specific action or actions needed to be taken to remedy such violation or breach. If the Owner shall fail to take reasonable steps to remedy such violation or breach within thirty (30) days after the mailing of said written notice, then the Association for the Declarant, acting on its behalf during the period of developer control) shall have the Right of Abatement.
- c. The Right of Abatement means the right of the Association, through its agents and employees, to enter at all reasonable times upon any lot or structure thereon, as to which a violation, breach or other condition to be remedied exists, and to take the actions specified in the notice to the Owner to abate, extinguish, remove, or repair such violation, breach or other condition which may exist thereon contrary to the provisions hereof, without being deemed to have committed a trespass or wrongful act solely by reason of such entry and such actions, provided such entry and such actions are carried out in accordance with the provisions of this article, and with the cost thereof including the costs of collection including reasonable attorneys' fees. Nothing herein shall be deemed to affect or limit the rights of Declarant, the Association or any Owner to enforce the terms and provisions hereof by appropriate judicial proceedings in the form of injunctive relief or otherwise. Any invalidation of one or more of the terms and provisions herein shall not affect the enforceability of the remaining terms and provisions.

14.

An invalidation of one or more of these covenants or restrictions shall in no way effect any of the remaining provisions herein, which shall thereafter remain in full force and effect.

IN WITNESS WHEREOF, the undersigned does set hand and seal.

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William T. Wolfe
= Wolfe