

2006 SEP -8 PM 3: 54

BOOK 1135 PAGE 35-43  
DENA M. ADAMS, CLERK  
WHITE COUNTY, GA

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(Additional recording fee applies)

Please type the following information.

Title of Document: Declaration of Protective Covenants For  
MISTY RIDGE SUBDIVISION

Date of Document: March 20, 2006

Grantor(s):

Sun Light Investments, LLC

Grantee(s):

Misty Ridge Subdivision

After Recording, Please Return to:

Sherwin Loudermilk  
2900 Delk Rd  
Suite 700, B105  
Marietta, GA 30067

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**DECLARATION OF PROTECTIVE COVENANTS FOR  
MISTY RIDGE SUBDIVISION**

This declaration of Protective Covenants is made and published this day, March 20, 2006,  
by Sun Light Investments, LLC.

**WITNESSETH**

WHEREAS, Sun Light Investments, LLC, hereinafter referred to as "Declarant", is the owner and developer of Misty Ridge Subdivision, a subdivision lying and being in White County, Georgia, and being shown on a plat of survey prepared by Jeff Weshner, Georgia Registered Land Surveyor, dated March 20, 2006, recorded in Plat Book 59, Page 164, Office of the Clerk of Superior Court, White County, Georgia; and

WHEREAS, it is the intention of Declarants that said property is suitable and will attain its highest and best use as residential property, and it is to the interest, benefit and advantage of Declarant, and each and every person who shall hereafter purchase any part of the land shown on the plat herein above referred to, that certain Protective Covenants governing and regulating the use and occupancy of said property be established;

NOW THEREFORE, for and in consideration of the premises and the benefits to be derived by Declarant and by each and every subsequent purchaser of any of said lots, said Declarant does hereby establish, promulgate and declare the following Protective Covenants to apply to Misty Ridge Subdivision. These Protective Covenants shall become effective immediately and run with the land and shall be binding upon all persons claiming under and through the Declarant for a period of twenty (20) years from the date these Protective Covenants are recorded, at which time said covenants shall be automatically extended for successive periods of twenty (20) years each.

1. **Property.** These residential covenants shall apply in their entirety to all lots or tracts in the subdivision known as Misty Ridge. Said property was acquired by the developer, Sun Light Investment, from Albert W. Bricker via Warranty Deed, dated December 9, 2005, recorded in Deed Book 1072, Pages 465-466, Office of the Clerk of Superior Court, White County, Georgia, and further shown on a plat of survey recorded in Plat Book 57, Page 125, Office of the Clerk of Superior Court, White County, Georgia. Reference is made to said plat and the record thereof for a more complete description.
2. **Use for Residential Purposes Only.** The above-described property shall be used for residential purposes only and for no other purposes.
3. **Type of Building.** No type or kind of building shall be constructed on any lots other than residential dwellings. No mobile homes, modular homes, campers or house trailers of any type may be used for any purpose, temporary or permanent, on the premises. No temporary or permanent residence shall be established on any lot in a tent, shack, garage, barn or any other out building. No dwelling shall be erected on any lot where the above ground heated area thereof is less than 1,100 square feet. Garages and porches shall not be included in the calculation of such square footage. All buildings shall be erected within the following building set-back lines: 30 feet from any front line, road right-of-way or easement, and 15 feet from any back line of said lot. All walls shall be wood, brick, natural stone, stucco or hardy plank. No metal buildings shall be allowed. No dwelling which has previously rested on a foundation may be moved upon any portion of the property. Any retaining walls constructed on said premises shall be constructed of brick, natural stone or be of solid concrete reinforced construction.

4. **Utilities.** Each lot is subject to an easement for public utilities, including the installation and maintenance of electrical power, telephone service and water service. Should any owner wish to add gas service, such lot owner may do so at his or her own expense, provided that any gas tanks must be buried underground. All utility lines, water lines, power lines, cable television, telephone or other utility lines must be buried underground.
5. **No Noxious Activities.** No noxious trade or offensive activity, business, manufacturing or industrial use shall be permitted on any lot nor shall anything be done there which shall be or become a nuisance to the neighborhood. No activities shall be carried on upon the premises which would constitute an unreasonable and substantial interference with the use and enjoyment of the land by the residential owners thereof. No livestock or poultry of any kind shall be raised, bred or kept on any lot. Dogs, cats or other household animals may be kept provided they are not kept, bred or maintained for any commercial purpose. No unregistered, inoperable or junk motor vehicle shall be moved onto or kept on any lot.
6. **Miscellaneous.** Prior to commencing any construction, each lot owner shall submit for approval all house plans and specifications to the Declarant. At Declarant's sole discretion, Declarant may require any changes to the exterior to any structure to insure harmony within the subdivision. In addition, any fencing shall be approved by Declarant prior to installation. Chain-link fences are prohibited. Within six (6) months of beginning construction of a dwelling, each lot owner shall complete the landscaping and any disturbed area on said lot, which shall include the clearing of all building debris, stumps and any other disturbed foliage, and same shall be grassed or mulched to provide adequate cover and stabilization of any disturbed soil. Thereafter, all landscaping shall be

neatly maintained and well kept. No lots shall be further re-subdivided into plots of land containing less than one (1) acre. Trash, garbage and other waste shall be kept in sanitary containers and shall be disposed of properly. No incinerators shall be allowed on the premises.

7. **Enforcement.** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain or recover damages.
8. **Term.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically renewed for successive periods of twenty (20) years. After Declarant has sold eighty percent (80%) of the lots, the owners of lots comprising a seventy-five percent (75%) majority of the total number of the lots in said subdivision may amend or alter the terms of these covenants by a written instrument which is recorded in the deed records of White County, Georgia.
9. **Effects of Foreclosure of Lien.** It is expressly provided that a breach of any of the Protective Covenants or Conditions herein set out shall not defeat or render invalid the lien of any mortgage, security deed or deed of trust, made on good faith and for value, as to said premises or any part thereof. However, said Protective Covenants and Conditions shall be binding upon and effective against any owner of any lots with said subdivision whose title thereto is acquired as a result of foreclosure, sale under power, Trustee's sale or otherwise, as to the ownership and use by any other owner who acquires title.
10. **Homeowner's Association.** There is hereby created a non-profit association, known as

Misty Ridge Homeowners Association, for the purpose of maintaining the roads within said subdivision, any water system or private utility system which may be installed, and enforcement of these covenants. Said Homeowners Association shall be administered by a President and Secretary/Treasurer as elected by the lot owners. These officers shall have all necessary and proper powers for the administration of this subdivision, the road maintenance thereof, and for the enforcement of these covenants. Each lot owner shall be a member of the Homeowners Association and shall be entitled to one vote per lot owned on all issues considered at Regular and Special Meetings. Regular Meetings shall be held on an annual basis, with notification provided by sending notice of said meeting to the lot owner at the address of record with the White County Tax Commissioner's Office at least 15 days prior to the meeting date. Special meetings may be called by the President and Secretary/Treasurer with the same notice requirements being applicable. Said homeowners association shall hold their first annual meeting, and assume the duties of road maintenance, and covenant enforcement, and all other responsibilities pertaining to the administration of the subdivision after the Declarant has sold eighty percent (80%) of the lots in the subdivision.

11. **Annual Assessment.** An annual assessment of \$250.00 per lot shall be made against all lots in said subdivision for the purposes of maintaining subdivision roads, and for any and all other necessary and proper actions of the Association, including the enforcement of these protective covenants. An initial one time payment of \$250.00 per lot, to be paid at closing, shall be made payable to Misty Ridge homeowners association as an initiation cost. Said Annual Assessment and/or Initiation amount may be modified by a majority

vote of Homeowners Association members present at either a regular or special meeting of the Homeowners Association. Any unpaid assessments shall constitute a lien against the lots for which the assessment is unpaid, and such lien shall be perfected by filing an affidavit in the Office of the Clerk of Superior Court, White County, Georgia. The Homeowners Association shall be entitled to collect interest, as permitted by law, on any unpaid liens, as well as attorney's fees required for the cost of collection. Declarant shall not be responsible for the payment of annual assessments with regard to Declarant's lots until Declarant has sold eighty (80%) of the lots in the subdivision.

12. **Mandatory Participation.** In the event that the County of White agrees to accept the roadways and/or easements within said subdivision, and agrees to maintain said roadways and/or easements as county maintained roadways, each lot owner acquiring title in this subdivision covenants and shall be bound to acquiesce in the turning over of said roadways and/or easements to either the County of White.
13. **Reservation of Powers.** Without further assent or permit, Declarant hereby reserves unto themselves the power to extend the scheme of this Declaration to other real property developed by Declarants by filing for record a supplemental declaration in respect to the property to be then subjected to this declaration. Declarants specifically reserve for themselves the right and the power to subject Misty Ridge Subdivision to other declarations of covenants and restrictions, and Declarants specifically reserve for themselves the power to amend or grant variances to this Declaration of Covenants and Restrictions, by filing for record such amendments or supplemental declarations in the Office of the Clerk of Superior Court, White County, Georgia.

- 14. **Ingress and Egress.** All purchasers and persons hereinafter claiming title to a lot in Misty Ridge Subdivision shall have: A non-exclusive right of ingress and egress along, over and upon Howell Mill Drive, as shown on the above referenced plat of survey.
- 15. **Roadways.** Declarants reserve for themselves, their heirs and assigns, the right to extend the roads within the covered property to serve such additional property not now part of covered property as Declarant may now own or hereafter acquire.
- 16. **Signs.** No yard sale signs, campaign or candidate signs or other temporary signs having a surface area of greater than four square feet shall be placed upon any lot within the subdivision. All other signs, and any sign of a permanent nature, must be approved by Declarant prior to erection. Approval shall be within the sole discretion of the Declarant.
- 17. **Assignability.** All easements, benefits, rights and powers granted or reserved unto the Declarant, or created in or exercisable by the Declarant under any provision of the Protective Covenants, may be conveyed or assigned, in whole or in part, by Declarant, their heirs, administrators or executors.
- 18. **Severability.** Whenever possible, each provision of this Declaration shall be interpreted in such a manner as to be effective and valid, but if any provision be held ineffective or invalid, such holding shall not affect the validity of any other provision, and to this end, the provisions of this Declaration are declare to be severable.

IN WITNESS WHEREOF, Declarants execute this Declaration, this 8<sup>th</sup> day of September, 2006.

Signed, sealed and delivered  
in the presence of :

*Debra Chamber*

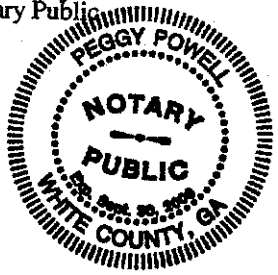
SUN LIGHT INVESTMENTS, LLC (SEAL)  
Declarant

*[Signature]*  
(SEAL)



Witness  
Peggy Powell

Notary Public



By: Sherwin S. Loudermilk, Member

Kelly R. Loudermilk

(SEAL)

Declarant: Kelly R. Loudermilk, Member