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H. D. Micheal, Inc.
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JACKSON COUNTY, GA
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CAMIE W. THOMAS

STATE OF GEORGIA,
JACKSON COUNTY.

DEED BOOK 87-4 PAGE 239-
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**DECLARATION OF PROTECTIVE COVENANTS
FOR
CARDINAL LAKES SUBDIVISION
Jackson County, Georgia**

THESE PROTECTIVE COVENANTS FOR CARDINAL LAKE SUBDIVISION are made and declared this 14th day of October, 2006 by H. D. Micheal, Inc (hereinafter Developer or Declarant) for Cardinal Lakes Subdivision, Jackson County, Georgia (hereinafter the Subdivision).

WITNESSETH

WHEREAS, Declarant is the owner of the Subdivision, the Subdivision being a Subdivision of all of those certain lots, tracts or parcels of land lying and being in Jackson County, Georgia and being known as Cardinal Lakes Subdivision; and

WHEREAS, it is to the interest, benefit and advantage of Declarant and each and every person who shall hereafter purchase any lot in the Subdivision (hereinafter collectively referred to in the singular as a "Lot" and in the plural as "Lots") that certain protective covenants governing and regulating the use and occupancy of the Subdivision be established, set forth and declared to be covenants running with the land.

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by Declarant and each and every subsequent owner of any of the Lots, Declarant does hereby set up, establish, promulgate and declare the following protective covenants to apply to all of the Lots and to all persons owning the Lots, or any of them, hereafter. These protective covenants shall be binding on all person claiming under and through the Declarant for a period of (20) years from and after the date of this instrument, at which time such covenants may be extended as hereinafter provided.

1. Lots must be used for single-family residence only. All homes shall be stick built only, no modular or mobile homes will be allowed. No lot can be used for access to adjoining property without the written permission of the developer.
2. No permanent business signs or any other type of sign can be erected on property or on homes; no car, truck, van, boat, motor home, travel trailer, or tractor trailer will be permitted to park on the street right-of-way. Real estate signs advertising the property for sale are permitted.
3. No lot shall be subdivided; no more than one house per lot.
4. All mailboxes must be Wrought Iron and maybe purchased from Tucker Iron Works phone 706-543-5632 address 225 Hawthorne Ave. Athens, Ga.
5. All homes shall have side entry garages, and the garage doors must have automatic openers.
6. Satellite dishes must be located on the backside of house/roof or in the back yard. Maximum size of satellite dish shall not exceed 30" in diameter. No outdoor propane gas tanks with the exception of a portable gas grill will be permitted on any lot.
7. No house shall be moved onto any lot. Developer must approve plans and site location in writing prior to construction on any lot.
8. Outbuildings e. g. garages, workshops, storage buildings, etc., may be constructed but must conform to the same design, color, and building material as the house, also must have written approval by developer.
9. No fence is to be constructed any closer than the back corner of the house to the street (This includes corner lots). All fence material must be approved by developer (chain link fencing will be considered). Developer reserves the right to grant variances in special circumstances as determined by developer.
10. No accumulations of discarded personal effects, debris, waste, garbage, inoperative vehicles or other unsightly objects or matter will be permitted on any lot. All vehicles must have a current license tag. All Garbage cans shall be concealed from view of the street and neighboring property except on special days of scheduled pickup. All woodpiles shall be concealed from view of the street and neighboring property.
11. All driveways must be concreted from the street to the garage. This is exclusive of any extra drive that may go to a basement garage door.
12. No building may be erected as a school, church, or kindergarten. No temporary structures of any kind will be permitted.

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13. No house may be built that is less than 1,800 square feet of heated area for a single story, and no less than 2400 square feet heated area for a two story dwelling.
 14. All homes must be at least three (3) side brick.
 15. No improvement of structures shall exhibit exposed masonry block foundations. All masonry foundations must be bricked, rocked or "stuccoed."
 16. No Vinyl Siding of any kind may be used on any structure.
 17. No Split Foyers are allowed in any structure.
 18. All roofs in this subdivision must be black in color, and only Architectural Singles may be used for the roofs. (NO METAL ROOFS)
 19. No less than eight (8) pallets of Sod shall be used in the landscaping of all structures.
 20. No livestock or farm animals shall be permitted on any lot, however, any lot owner may allow normal household pets such as cats and dogs, providing such pets shall be under control of said lot owner at all times, and no such pets shall be permitted on any lot for commercial breeding or boarding purposes.
 21. No tractor trailers, vans, trucks, motor homes, travel trailers, boats, trailers with a hauling capacity of more than one ton, or any commercial vehicles shall be permitted to park on the street right-of-way, in the driveways of lots, or on any lot except for the purpose of delivery or moving of household items. Developer reserves the right to make individual exceptions to this covenant on a case-by-case basis. Boats, Motor Homes and travel trailers are permitted to be parked in rear yards when located out of site of neighboring property or in an enclosed garage.
 22. No obnoxious or offensive activities shall be carried on or upon any lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the Subdivision. Each lot owner shall properly and neatly maintain their lot and the structures thereon, in keeping with general condition of the other lots and homes.
 23. The construction of any dwelling on any lot shall be vigorously pursued after starting and shall be completed within twelve months following the commencement of such construction.
 24. The invalidation of any one of these covenants or restrictions by judgement or court order shall in no way effect any other provisions provided hereunder which will remain in full force and effect.
 25. Developer reserves the right to make amendments and modifications to the

subdivision plat and restrictive covenants.

26. These covenants shall be effective from date of recording for 10 years, and shall automatically renew thereafter for 10 year periods unless a majority of property owners agree to any changes.

27. No in ground swimming pool or above ground pool shall be constructed, erected, or maintained upon any lot without prior written consent of developer.

28. No vegetable garden, hammock, statuary or play equipment, (including without limitation, basketball goals) may be located other than between the rear dwelling line and rear lot line.

29. No exterior clothesline of any type shall be permitted on any lot.

30. Homebuilder shall be responsible for implementation of and conformance with state and county soil erosion control ordinances.

31. Homebuilder shall be required to maintain cleanliness of building site, removing all debris and construction materials after completion of construction. He shall be required to remove transported soils from street gutters and catch basins abutting developed lot. He shall sod or seed all disturbed areas with a permanent vegetative cover.

32. Motorcycles/motorized all terrain vehicles are hereby prohibited from use on the property, whether the property is developed with final platted lots or undeveloped.

33. Owners shall not alter, remove or add improvements to any features constructed by the developer on any lot, or any easement area associated therewith without the prior written consent of the developer.

34. The Cardinal Lake Homeowner's Association shall be responsible for maintenance of the dam structure itself and associated water levels.

35. Those landowners who own property along the Lake itself, shall be responsible for the maintenance of the shoreline.

36. The ingress/egress easement across lot #10 shall be used for ingress and egress by the landowner of the rear 8 (eight) acre parcel, now/formerly owned by John Lindsey, and the owner of Lot # 10 (ten). The easement is also to be utilized for utilities for each lot respectively.

37. Residents of the subdivision shall have foot traffic access to the open space across the dam to the point of the dam overflow pipes.

38. Homeowner's Association

38.1 *The Association.*

The Declarant, upon relinquishing control of the common areas and elements, will cause to be formed and incorporated under the laws of the State of Georgia a non-profit Homeowners Association to manage the common areas and elements, storm water detention facilities, and otherwise enforce these covenants.

38.2 *Membership.*

Every person who is an Owner of a lot shall be a member of the Association; provided, however that any Person who owns such interest merely as security for the performance of an obligation shall not be a member of the Association.

38.3 *Classes of Membership; Voting Rights.*

The Association shall have one class of membership.

38.4 *Suspension of Membership Rights.*

The membership rights of any member, including the right to vote, may be suspended by the Association's Board of Directors pursuant to authority granted in the Association's By-Laws, as amended from time to time. Any such suspension shall not affect such member's obligations to pay assessments past due or coming due during the period of suspension and shall not affect the permanent charge and lien on the member's property in favor of the Association.

38.5 *Meetings of the Membership.*

All matters concerning meetings of members of the Association, including the time in which and the manner in which notice of any of said meetings shall be given to members of the quorum and percentage vote required for the transaction of business of any meetings, shall be specified in this Declaration, in the By-Laws of the Association as Amended from time to time or by law.

39. *Assessments.*

39.1 *Creation of the Lien or Personal Obligation for*

Assessments.

Each lot owner, by acceptance of a deed or other conveyance for any lot being a part of the Property, whether or not it shall be so expressed in any deed or other conveyance, shall be deemed to covenant and agree to pay the Declarant or the Association, as the case may be: (a) Annual assessments and charges and (b) Special assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interests thereon on the land, shall be a continuing lien upon the property against which each such assessment is made and shall also be the personal obligation of the person who is the record owner of the property at the time the assessment fell due.

39.2 *Purpose of Assessment.*

The assessments levied under this Section 31 shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members and their tenants and, in particular, for the servicing, improvement, insuring and maintaining the common areas and elements and other facilities related thereto devoted to such purposes and related to the use and enjoyment of the Property, and for the maintenance of the landscaped entrance area or areas (the "Entrance Areas") of the Subdivision, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and the cost of labor, equipment, materials, management and supervision thereof. Such portion of the annual assessments levied by the Association under Section 31 as may be necessary for such purposes shall be devoted to promoting the recreation, health, safety and welfare of the members and their tenants and establishing and maintaining reserves for the maintenance, repair, replacement and operation of the common areas and elements and other facilities and the entrance area of areas.

39.3 *Basis of Annual Assessments.*

The annual assessment amount shall be Three Hundred Dollars (\$300.00). The annual assessment allocated and charged to each lot owner shall be set annually by the Declarant or the Board of Directors of the Association, as the case may be.

39.4 *Special Assessments.*

Upon the affirmative vote of the holders of fifty-one percent (51%) or more of the

vote of those then entitled to vote of all classes of membership of the Association, the Association may levy and collect a specific special assessment so authorized for the purpose of defraying, in whole or in part, cost of any construction or reconstruction or unexpected repair or replacement of a capital improvement upon the common areas and elements, including any necessary fixtures or personal property related thereto, or for the purpose of increasing the annual assessment by an amount in excess of what is authorized by this Section.

39.5 Equality of Assessment among Lots.

No Lot within the Property shall bear a higher assessment than any other Lot within the Subdivision.

39.6 Date of Commencement of Annual Assessments; Due Dates.

(a) The Declarant, or the Association's Board of Directors as the case may be, shall send written notice of the annual assessment and the amount of such assessment to every member subject thereto at least ten (10) days in advance of each annual assessment. Unless otherwise provided by the Association's Board of Directors, the entire amount of the annual assessment for each Lot shall become due and payable to the Declarant of Association, as the case may be, on the 15th day of January of each year and shall be paid without further notice; provided however that in the event the Declarant or the Board of Directors shall fail to send written notice of the annual assessment to members at least ten (10) days prior to the annual assessment period the payment for the annual assessment shall not be due until ten (10) days after such notice is given; the failure to notify ten (10) days prior to the annual assessment period shall not however reduce the amount of the assessment due and payable.

The annual assessment shall be established on a calendar year basis and shall commence as to each member when he or she becomes a lot owner.

The first annual assessment payable with respect to a Lot shall be adjusted according to the number of days remaining in the calendar year following the date of purchase of a Lot.

(b) The Declarant, or the Association as the case may be, shall, upon demand at anytime, furnish to any member liable for any assessment a certificate in writing signed by an officer of the Association setting forth whether and assessment has been paid. A reasonable charge as determined by the Board of Directors may be made for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein state to have been paid.

39.7 Effective Nonpayment of Assessment: the Personal Obligation; the Lien; Remedies of the Association.

(a) If an assessment is not paid on or before the date when due then such assessment shall become delinquent and shall, together with such interest thereon and the cost of the collections thereof if hereinafter, thereupon become a continuing lien on the delinquent owner's property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives, successors and assigns. In addition to the lien rights, the personal obligation of the then owner to pay such assessments shall remain his personal obligation and shall also pass to his successors in title. Such owners shall nevertheless remain as fully obligated as before to pay to the Association any and all amounts which he was obligated to pay immediately preceding the transfer, and such owner and such successors in title shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such owners and successors in title creating any indemnification of the owner or any relationship of principal and surety as between themselves.

(b) If assessment is not paid within thirty (30) days after the due date, such assessment shall bear interest from the date of the delinquency at the lesser of the highest rate permitted by law of twelve percent (12%) per annum, and the Declarant, or the Association as the case may be, may bring legal action against the owner personally obligated to pay the same or foreclose its lien against such owner's property in which event, interest, cost and attorney's fees equal to fifteen percent (15%) of the principal amount shall be added to the amount of such assessment as may then be due. Each owner by acceptance of a deed or other conveyance of his or her property, invests 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 and to foreclose the aforesaid lien in an appropriate proceeding and lower equity. The lien provided for in this Section shall be in favor of the Declarant, or the Association as the case may be, and shall be for the benefit of all other members. The Declarant, or the Association as the case may be, acting on behalf of the other members shall have the power to bid in the owner's property at any foreclosure sale.

© If the assessment is not paid within thirty (30) days after the due date, the Declarant, or the Association as the case may be, may also suspend the membership rights of the delinquent member, including the right to vote, the right of enjoyment in and to the common areas and elements and facilities and the right to receive and enjoy such servicing and other benefits as may then be provided by the Association. Any such suspension shall not affect such member's obligation to pay assessments, due during the period of such suspension and shall not effect the permanent charge and lien on such member's property in favor of the Association.

39.8 Subordination of Charges and Liens to Mortgages.

(a) The liens and permanent charges of all assessments and charges authorized herein (annual, special or otherwise) with respect to any restrictive property is hereby made subordinate to the lien of any first mortgage placed on such property if, but only if, all assessments and charges with respect to such property authorized herein having a due

date on or prior to the date of the mortgage as filed of record have been paid. The liens and permanent charges hereby subordinated are only such liens or charges as relate to assessments and charges authorized hereunder having a due date subsequent to the date such mortgage is filed of record and prior the satisfaction, cancellation or foreclosure of such mortgage or the sale or transfer of the mortgage property pursuant to any proceeding in lieu of foreclosure or the sale or transfer of the mortgage property pursuant to a sale under power contained in such mortgage.

(b) Such subordination is merely a subordination and shall not relieve the owner of the mortgaged property of his personal obligation to pay all assessments and charges coming due at any time when he is the owner of such property; shall not relieve such property from the liens and permanent charges provided for herein (except to the extent a subordinated lien or permanent charge is extinguished as a result of such subordination as against a mortgagee or such mortgagee's assignee of transferee by foreclosure or by sale under power); and no sale or transfer of such property to the mortgagee or to any other person pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure or pursuant to a sale under power, shall relieve any existing or previous owner of such property of any personal obligation or relieve such property or the then owner of such property from liability for any assessment or charges authorized hereunder become due after such sale and transfer.

40. *Term.* The covenants contained in this instrument 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 and after the date this instrument is recorded, after which time such covenants shall automatically extend for successive periods of twenty (20) years until the recording of an instrument of termination within two (2) years of the expiration of the initial twenty (20) year period or any extension thereof, such instrument having been executed by a minimum of fifty one percent (51%) of the record owners of the Subdivision.

41. *Enforcement.* Enforcement of the covenants contained in this instrument shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

42. *Severability.* Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions of this instrument which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed under seal, as of the day and year first above written.

H. D. Micheal INC.
A Georgia Corporation

By: Harold C. Daniel

Title: PRES.

Executed in the presence of:

Yan J. [Signature]
Unofficial Witness

[Signature]
Notary Public
Commission Expiration Date: 9/27/2010
[NOTARIAL SEAL]