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DECLARATION
OF
COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
THE RYMAN FARM
WHITFIELD COUNTY, GEORGIA

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**DECLARATION
OF
COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
THE RYMAN FARM, WHITFIELD COUNTY, GEORGIA**

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

is made this 20th day of October, 1993, by **RYMAN FARMS, INC.**, a Georgia corporation (hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real property in Whitfield County, Georgia, which is more particularly described on Exhibit "A" attached hereto and made a part hereof (such property and any part of any contiguous property now or hereinafter subjected to the terms of this Declaration are hereinafter designated "Property"); and

WHEREAS, Declarant intends to develop the Property as a development to be known as **THE RYMAN FARM** (hereinafter referred to as the "Development"); and

WHEREAS, Declarant has caused the Association (as hereinafter defined) to be formed as a non-profit corporation organized and existing under the laws of the State of Georgia (as hereinafter defined);

NOW, THEREFORE, Declarant declares that the real property described in said attached Exhibit "A" is hereby subjected to this Declaration and is and shall be held, transferred, sold, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the Restrictions hereinafter set forth; and Declarant further declares that such other real properties as may later be subjected to this Declaration shall, from and after the filing of record of the Supplementary Declaration as described therein be held, transferred, sold, conveyed, used, occupied, and mortgaged, or otherwise encumbered subject to the provisions of this Declaration which are specified in such Supplementary Declaration. Every Grantee of any interest in the above-described real property which is now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance of such interest, whether or not it shall be so expressed in any such deed or other conveyance, shall be signed by such person, and whether or not such person shall otherwise consent in writing, shall take subject to this Declaration and to the terms and conditions hereof, and as all be deemed to have assented to said terms and conditions.

**ARTICLE I
DEFINITIONS**

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The following words, when used in this Declaration of Covenants, Restrictions and Easements, shall have the following meanings:

1.01. ASSOCIATION. "Association" means Ryman Farms Homeowners' Association, Inc. (a Non-Profit Corporation organized by the Georgia Non-profit Corporation Code), its Successors and Assigns.

1.02. BOARD. "Board" means the Board of Directors of the Association.

1.03. BY-LAWS. "By-Laws" means the By-Laws of the Association

1.04. COMMON PROPERTY. "Common Property" means all real property (together with any and all Improvements now or hereafter located thereon) owned by the Association or in certain instances over which the Association has been granted permanent easements, for the common use and enjoyment of the owners.

1.05. DECLARANT. "Declarant" shall mean and refer to:

a. **RYMAN FARMS, INC.,** A Georgia Corporation, the entity executing this Declaration; or

b. Any successor-in-title to said entity to all or some portion of the property then subjected to this Declaration, provided such successor-in-title shall acquire such property for purposes of development or sale, and provided further, in the instrument of conveyance to any such successor-in-title, such successor-in-title is expressly designated as the Declarant hereunder by the grantor of such conveyance, which grantor shall be the Declarant hereunder at the time of such conveyance; or

c. Should any of the property subjected to this Declaration become subject to a first mortgage given by Declarant as security for the repayment of a development loan, then all the rights, privileges and options herein reserved to Declarant shall inure to the benefit of the holder of such mortgage upon becoming the owner of all the property then subject thereto through whatever means, or the purchaser of all such property at a judicial or foreclosure sale made pursuant to any power of sale contained in such mortgage; and,

Further, all the rights, privileges and options herein reserved to Declarant may be transferred to the successor-in-title of any such acquirer of title to such property, provided any such successor-in-title shall

acquire for the purpose of development or sale all or some portion of such property, and provided further, in the instrument of conveyance to such successor-in-title, such successor-in-title is designated as the Declarant hereunder by the grantor of such conveyance, which grantor shall be the Declarant hereunder at the time of such conveyance. In the event that persons specified in both (b) and (c) above become entitled to succeed to the interests of Declarant as therein provided, then, as between such persons, any person entitled to be Declarant by virtue of (c) above, shall be Declarant instead of any person entitled to be Declarant by virtue of (b) above.

1.06. **LOT.** "Lot" means any individual numbered parcel of land shown and numbered upon a subdivision plat recorded in the office of the Clerk of Superior Court of Whitfield County, covering any portion of the property, provided, however, that no portion of the Common Property shall ever be a Lot except as provided in Article II.

1.07. **MEMBER.** "Member" means any member of the Association.

1.08. **MEMBERSHIP.** "Membership" means the total of all members of the Association.

1.09. **OWNER.** "Owner" means the record owner (including Declarant) whether one or more persons or entities, of a fee simple title to any Lot, provided, however, that where fee simple title has been transferred and is being held merely as security of or the repayment of a loan, the person or entity who would own the Lot in fee simple if such loan were paid in full shall be considered the owner.

1.10. **PROPERTY.** "Property" means that certain real property (other than Common Property) herein above described together with such portions of the contiguous property as the Declarant may subject to the provisions of the Declaration of Covenants, Conditions and Restrictions in accordance with the provisions of ARTICLE X hereof.

1.11. **RESTRICTIONS.** "Restrictions" mean all covenants, restrictions, easement charges, liens and other obligations created or imposed by this Declaration.

1.12. **STRUCTURE.** "Structure" means:

a. Any thing or object the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not by limitation, any building or part thereof, garage, porch, shed greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, fence, curbing, paving, wall, tree, shrub, sign, sign-board, temporary or permanent living quarters (including any house-trailer) or any other temporary or permanent improvement to such Lot; or

b. Any excavation, grading, fill, ditch diversion dam, or other thing or device which affects or alters the flow of any waters in any natural or artificial creek,, stream, wash or drainage channel from upon or across any Lot; or

c. Any change in the existing grade at any point on a Lot of more than six (6) inches, whether or not subsection (b) of this section 1.12 applies to such change.

**ARTICLE II
COMMON PROPERTY****2.01. CONVEYANCE OF COMMON PROPERTY.**

a. The Declarant may from time to time convey Common Property to the Association or grant easements to the Association at no expense to the Association and in accordance with this Section; and, to the extent set forth in the Declaration of covenants, Restrictions and Easements, the general public. The Association hereby covenants and agrees to accept from the Declarant all such conveyances of Common Property.

b. It is contemplated by the Declarant that the Declarant will convey to the Association Common Property for scenic and natural area preservation and for general recreational use to include facilities for swimming, boating, tennis and exercise. The Declarant may at the Declarant's sole discretion, modify alter, increase, reduce and otherwise change the Common subsection (b) of this Section 2.01 at any time prior to conveyance of such Common Property to the Association.

c. In addition to the property described in subsection (b) of this Section 2.01, the Declarant may convey to the Association in accordance with this Section 2.01 such other real and personal property as the Declarant may determine to be necessary or proper for the completion of the Development.

d. Notwithstanding any legal presumption to the contrary, the fee title to, and all rights in, any portion of the Property owned by the Declarant and designated on any plat as Common Property as designated for public use shall be reserved to the Declarant until such time as the same shall be conveyed by written instrument to the Association or to any municipality or other governmental body, agency, or authority.

2.02. RIGHT OF ENJOYMENT. Every owner shall have a right and easement to use and enjoy the Common Property, which right shall be appurtenant to and shall pass with the title to every Lot upon transfer; provided, however, that no Owner shall do any act which interferes with the free use and enjoyment of the Common Property by all other Owners. The Association may permit persons who are not Owners to use and enjoy part or all of the Common Property subject to such limitations, and upon such terms and conditions, as it may from time to time establish. The right and easement of enjoyment granted or permitted by this Section 2.02 is subject to suspension by the Association as provided in Sections 2.03(f) and 3.05.

2.03. RIGHTS OF THE ASSOCIATION. The rights and privileges conferred in Section 2.02 hereof shall be subject to the right of the Association acting through the Board to:

a. promulgate rules and regulations relating to the use, operation and maintenance of the Common Property;

b. borrow money for the purpose of carrying out the activities of the Association, including the acquisition, construction, improvement, equipping and maintenance of Common Property, and in aid thereof to encumber by deed to secure debt, mortgage or other security interest in any or all of the Association's property, including Common Property and revenue from assessments, user fees and other sources; and provided, however, that during the period when the Declarant has the right to appoint members of the Board, the Association shall not deed, grant or convey to anyone any mortgage, deed to secure debt or other security interest on or in Common Property constituting real estate without approval by Declarant and two-thirds (2/3) vote of the members duly held in accordance with the By-laws of the Association;

c. grant easements or rights-of-way over Common Property to any municipality or other governmental body, agency or authority, to any quasi-public agency or to any utility company or cable television system;

d. dedicate or transfer all or any part of the Common Property or interests therein to any municipality or other governmental body, agency, or authority for such purposes; and, subject to such provisions and conditions as may be agreed upon by the Association and such grantee, including a provision that such property or interest, shall, if such dedication or transfer is approved by a two thirds (2/3) vote of the members who are present in person or by proxy and voting at a meeting of Members duly held in accordance with the by-laws of the Association, cease to be subject to this Declaration or all or any part of the Restrictions while held by any such municipality or other governmental body, agency, or authority;

e. charge reasonable fees in connection with the admission to and use of facilities or services;

f. suspend, pursuant to Section 3.05, the voting rights of any Member and the right of enjoyment granted or permitted by Section 2.02;

g. to sell, lease or otherwise convey all or any part of its properties and interests therein; and

h. enforce all applicable provisions of valid agreements of the Association relating to the Common Property or any part thereof.

2.04. TYPES OF COMMON PROPERTY. At the time of the conveyance of any real property, or grant of easement by the Declarant to the Association to be used as Common Property, the Declarant shall designate in the deed of conveyance or easements that such real property is to be Common Property, and further may designate in the deed of conveyance or easement the specific or general purpose or purposes for which such real property or any portion thereof may be used, and in such event, such real property or portion thereof shall not, without a two-thirds (2/3) vote of the members of the Association, be used for any different purpose or purposes without the prior written consent of the Declarant.

2.05. DELEGATION OF USE. Any owner may delegate to the members of his family or his tenants who reside on a Lot, in accordance with the By-laws, his right to use and enjoy the Common Property.

2.06. SALES AND CONSTRUCTION OFFICES. Notwithstanding any provisions or restrictions herein to the contrary, Declarant and its duly authorized agents, representatives, and employees shall have the transferable right and easement for the maintenance of signs, sales offices, construction offices, and business offices on the Property, together with such other facilities as in the sole opinion of Declarant may be reasonably required, convenient, or incidental to the completion, improvement, and sale of Lots, for so long as Declarant owns any Lot or has the unexpired option to add the Contiguous Property or any portion thereof to the Development, provided, however, such signs must be located on Common Areas or on Lots owned by Declarant or a Developer.