

**REAFFIRMED, REPUBLISHED AND AMENDED DECLARATION OF RESTRICTIVE COVENANTS OF OAK MOUNTAIN ESTATES**

THIS REAFFIRMED, REPUBLISHED AND AMENDED DECLARATION OF RESTRICTIVE COVENANTS OF OAK MOUNTAIN ESTATES by OAK MOUNTAIN PROPERTIES, INC., a Georgia Corporation, previously owned by James P. King, located at 279 Anne Street, Cochran, GA 31014, with its principal office and place of business now located at 769 South Mountain Drive, Waverly Hall, Georgia 31831, made and published this 30 of December 2020, hereinafter designated as “Declarant”.

**WITNESSETH:**

WHEREAS, Declarant is Oak Mountain Properties Owners, Inc., a Georgia Corporation, and all properties known as Oak Mountain Estates situate, lying and being in the State of Georgia and Counties of Talbot and Harris, as the same appears on a map or plat recorded in the Offices of the Clerks of Superior Courts of said counties in Plat Book “D”, Folio 217, and Plat Book 4, Folio 293, respectively; and

WHEREAS, Oak Mountain Development Corporation made and published a Declaration of Restrictive Covenants on September 27<sup>th</sup>, 1974, which is recorded in the offices of the clerks of the Superior Courts of Talbot and Harris Counties in Deed Book 19, Folio 208, and Plat Book 4, Folio 302, respectively, for a resort community known as OAK MOUNTAIN ESTATES, a development with subdivided lots shown on Deed Book 79, page 58 and other recorded plats, as well as additional platted lots, which are known and designated as common facilities including picnic areas, greenbelts, tennis courts, walkways, roads, swimming pool, lakes and clubhouse complex; and

WHEREAS, Oak Mountain Development Corporation made and published a further Declaration of Protective Covenants on June 18<sup>th</sup>, 1976, which is recorded in the Offices of the Clerks of the Superior Court of Talbot and Harris Counties in Deed Book 22, Folio 458, and Deed Book 79, folio 744, respectively, for the interest, benefit and advantage of itself and each and every person purchasing a lot in said subdivision governing and regulating the use and occupancy of property said Covenants running with the land to be binding on all persons claiming under and through the Subdivision Owner until June 2001; and

WHEREAS Oak Mountain Properties, Inc. made and published a further Declaration of Protective Covenants on July 20, 1994, which is recorded in the Office of the Clerk of Superior Court of Talbot County in Deed Book 92, page 330, said covenants running with the land to be binding on all persons claiming under and through the Subdivision Owner until July, 2014.

WHEREAS Oak Mountain Properties, Inc. made and published a further Declaration of Protective Covenants on July 13, 2021, which is recorded in the office of the Clerk of Superior Court of Talbot County in Deed Book 472, pages 271-279, said covenants running with the land to be binding on all persons claiming under and through the Subdivision Owner until July, 2041.

WHEREAS Paragraph 26 of the Declaration of Protective Covenants made and published on June 18<sup>th</sup>, 1976, provides for the Amendment thereto as set forth in said Paragraph; and

WHEREAS it is in the best interest of Declarant and individual owners of property located in Oak Mountain Estates that the Declaration of Protective Covenants be reaffirmed and republished with Amendments thereto:

NOW THEREFORE, for and in consideration of the premises and the benefits to be derived by Declarant and by each and every owner of property in Oak Mountain Estates, the Declaration of Protective covenants created on June 18<sup>th</sup>, 1976, is hereby reaffirmed and republished with Amendments thereto and shall run with the land and be binding on all interested persons claiming under and through Declarant for a period of 20 years from the date hereof, at which time the Covenants may be extended or terminated in whole or in part as provided herein, the amended Declaration of Protective Covenants is as follows; to-wit:

**1. ARCHITECTURAL CONTROL COMMITTEE:**

- (a) The Architectural Control Committee shall consist of not less than three (3) members nor more than five (5) members and shall be elected yearly by a majority of the property owners in attendance at the Annual Meeting of the Property Owners Association Meeting. The President of the Association will be a non-voting member of the Architectural Control Committee, except the President may vote to eliminate a tie vote. Members of the committee must own a residence in the development. The terms of the Architectural Committee shall expire each year on the date of the annual meeting of the property owner's association. No property owner shall be limited as to the number of terms he/she may serve on the Architectural Control committee. In the event of the death or resignation of a member of the committee, the board of Directors shall select a replacement by a majority vote and the replacement member shall serve until the next annual meeting of the association.
- (b) The Architectural Control Committee may grant variances in the Protective Covenants so long as the variance is such that the requested variance does not materially alter the intent of these Protective Covenants or materially disrupt the architectural harmony of the development or materially harm an adjacent property owner. Square footage variances on currently platted lots with severe terrain shall be authorized so long as they do not materially disrupt the architectural harmony of the development or materially harm an adjacent property owner.
- (c) The approval or disapproval of a variance will be by a majority vote of the committee. In the event of a disapproval of a plan, the applicant may submit a request for a personal meeting with the Committee. Requests for variances may be submitted in writing to the President of the Homeowners Association within 30 days of notice that the plan is not approved. A special meeting of the committee must be scheduled within 30 days after written notice is received by the President or the plan will be considered approved. Variances shall be approved or disapproved by a majority vote of the committee. Notice by certified US mail to the last known address of the applicant will be considered notice to the applicant. Appeals must be submitted in the same manner and a vote shall be required on all appeals. A negative vote of only two members of the committee shall be required for a disapproval of an appeal.

## **2. LAND USE AND BUILDING TYPE**

- (a) **RESTRICTIONS:** No lot shall be used except for residential purposes except as hereinafter provided. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than four cars.
- (b) **LIMITATIONS:** Paragraph (a) above shall not apply to recreational and other common facilities in Oak Mountain Estates, such as clubhouse, picnic areas, tennis courts, greenbelts, walkways, open spaces, and commercial areas which are designated from time to time by Declarant.
- (c) **TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, tent, shack, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

## **3. ARCHITECTURAL CONTROL**

- (a) **BUILDING:** No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures and location with respect to topography and finish grade elevation. Approval shall be as provided in Paragraph 1 above. Clear-cutting of any lot is forbidden.
- (b) **STOCKPILES:** No lumber, brick, stone, cinder block, concrete or any other building material, scaffolding, mechanical devices, or any other thing used for building purposes shall be stored on such lot for longer than the length of time reasonably necessary for the construction as determined by the Architectural Control Committee.
- (c) **SIGHT DISTANCE AT INTERSECTIONS:** Fences, walls, hedges, or shrubs cannot obstruct sight lines on roadways. Sight distance at intersections cannot be interrupted. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 feet and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and a line connecting them at points 25 feet from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street property lines of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain with such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

## **4. DWELLING, COSTS, QUALITY, AND SIZE:**

- (a) No dwelling shall be erected or altered on any lot unless the construction plans and specifications and a plan showing location of the structure have been approved by the architectural committee as to quality of workmanship and materials, and harmony of external design with existing structures. The heated and cooled floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,600 square feet for a one-story dwelling, nor less than 2,000 square feet for a dwelling of more than one-story, using outside dimensions. All materials and construction shall conform to the Southern Building Code. Every effort must be made to preserve trees and natural landscaping.

- (b) A guest house or cottage may be erected on a lot, in addition to the existing residence, which shall contain a minimum floor area of 500 square feet, shall comply with the stipulations set forth in Paragraph (a) above and shall be complimentary in style to the existing residence.
- (c) Any stables, barns and storage building not connected to the residence shall be constructed of quality workmanship and materials that are compatible with the residence and shall conform to the Southern Building Code.

5. **BUILDING LOCATION:**

No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 40 feet to the front recorded plat. In any event no building shall be located on any lot nearer than 40 feet to the front line or nearer than 25 feet to any side street line. No building shall be located nearer than 10 feet to any lot line adjacent of the neighboring property. No building shall be located on an interior lot nearer than 40 feet to the rear lot line. For the purpose of this covenant, eaves, steps, patios, and open porches shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

6. **LOT AREA AND WIDTH:**

No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building setback lines nor shall any dwelling be erected or placed on any lot having an area of less than 5,000 square feet.

7. **EASEMENTS:**

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over 10 feet of each lot adjacent to each lot line.

8. **NUISANCES:**

- (a) No offensive activity which disturbs the peace shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- (b) The use of alcoholic beverages shall be prohibited on the common areas of Oak Mountain Estates.
- (c) **All forms of hunting shall be prohibited within the boundaries** of Oak Mountain Estates.
- (d) Dogs or other animals creating a nuisance by excess barking, chasing golf carts, bicycles, cars, or threatening other neighbors shall be reported to Talbot County Animal Control, following the Leash Laws of Talbot county (stated – all dogs must be controlled on a leash when not on owners personal property) and will be removed and fines incurred.
- (e) The following rules shall apply to the use of the clubhouse, tennis courts, and pool common property:
  - 1. No smoking
  - 2. No Lifeguard on Duty: Swim at your own risk

3. Animals (Dogs, Cats, etc.) are not allowed in the fenced area
4. No glass or breakable containers
5. No alcoholic beverages
6. No horseplay or running
7. Use shall be limited to members in good standing with annual dues paid in full. Members are the owners listed on the deed. Members will be issued a pass upon paying their annual fees. Members are allowed 4 guests total.
8. Guests must be accompanied by a member in good standing.
9. Children under eighteen (18) must be accompanied by an adult.
10. Babies under four (4) years of age must wear swimming diapers.

(f) The following rules shall apply to the use of the lake common property:

1. Use shall be limited to members in good standing with annual dues paid in full. Members are the owners listed on the deed. Members are allowed 4 guests total.
2. Guests must be accompanied by a member in good standing.
3. Children under eighteen (18) must be accompanied by an adult.
4. No alcoholic beverages

(h) The following rules shall apply to the use of the tennis courts:

1. Rubber soled shoes only
2. No wheels on the court including bicycles, skateboards, roller skates, etc.
3. No pets are allowed on the courts
4. Non-breakable containers only
5. Dispose of all trash in trash can
6. Use the squeegee to remove water from the courts

(i) Off road vehicles shall be prohibited on all common property as defined in Section 14. This prohibition shall not apply to golf carts or Oak Mountain maintenance vehicles.

Off road vehicles are any device in, upon or by which any person or property is or may be transported or drawn on or off road, that derives power from any source other than muscle or wind, and which does not carry state vehicle license plate. Section 40-7-3, Official Code of Georgia Annotated is also incorporated by reference here to further define the meaning of "Off road vehicle".

**9. SIGNS:**

No signs shall be erected or maintained on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period.

**10. ANIMALS, LIVESTOCK, AND POULTRY:**

No animals, livestock, poultry or household pets shall be raised, bred, or kept on any lots for breeding or for commercial purposes. All animals, livestock, poultry, or household pets must be kept in a controlled environment by the owners and shall not be or become a danger to person and property and shall not create a nuisance or noise or odor. Livestock will only be allowed on tracts of five acres or larger and shall not use common properties.

**11. GARBAGE AND REFUSE DISPOSAL:**

No lot shall be used or maintained as a dumping ground for rubbish.

**12. WATER SEWAGE DISPOSAL:**

All property owners whose property is improved shall be connected to a county water system. No individual sewage-disposal system shall be permitted on any lot unless located and constructed in accordance with the requirements, standards, and recommendations of the Georgia Department of Public Health and installation shall be approved and obtained from such authority.

**13. PROPERTY SUBJECT TO THIS COVENANT:**

All properties from the original plat are subject to this covenant.

**14. COMMON PROPERTIES:**

- (a) **DEFINED:** Common properties shall consist of recreational areas including pool, tennis courts, clubhouse, lakes, picnic area, gazebo area and fields off of South Mountain Drive and Oak Mountain Parkway.
- (b) **OWNERSHIP AND CONTROL:** The ownership and control of all common properties are managed and controlled by Oak Mountain Property Owners Association, Inc. and no other person shall have any proprietary right, title or interest in and to the Common Properties.
- (c) **FEES:** Fee paying owners of property subject to this declaration, their families, guests and invitees shall have the right to use the common properties. A property owner must be present on the property and accompany their families, guests, and invitees when using the common areas. Annual maintenance fees shall be set each year at the Annual Meeting Oak Mountain Property Owners Association, Inc., by a voting majority in attendance at such meeting upon recommendation of the Board of Directors, however; the annual fees for each lot shall not be less than \$200.00 per calendar year for each lot and such fees shall be due and payable on January 1<sup>st</sup> and delinquent after March 1<sup>st</sup> of each calendar year, a late payment fee of at least ten percent (10%) shall be due and payable after default. Owners of multiple lots shall pay an additional fee (per lot), (currently \$10 for each lot) as determined at the annual meeting of Oak Mountain Property Owners Association, Inc. for each lot that is not adjacent to their primary lot.  
**Owners with multiple residences, will pay the full fee for each house.**  
(Currently \$200)
- (d) **POSTED RULES:** Rules and regulations posted at common properties must be adhered to by all property owners, their families, guests and invitees.

**15. SUBDIVIDING LOTS:**

No lot shall be subdivided, or its boundary lines changed without first having the express written consent from the board of directors of OME Property Owners Association.

**16. MAINTENANCE:**

All lots, together with the exterior of all improvements located thereon, shall be maintained in a neat and attractive condition by their respective property owners. Such maintenance shall include, but shall not be limited to painting, repairing, replacing, and caring for roofs, gutters, down-spouts, building surfaces, trees, shrubs, grass, walks and other exterior improvements. Upon the failure or refusal of any property owner to maintain his lot and the exterior of all improvements located thereon in a neat and attractive condition, Oak Mountain Property Owners Association, Inc., may after fourteen (14) days give notice to such owner, enter upon such lot and perform such exterior maintenance as it, in the exercise of its sole discretion, may deem necessary or advisable. All lots shall be kept free of debris and no property owner shall use or allow the property to be used for putrescent or non-putrescent waste disposal. Property owners shall be personally liable to the Association for the direct and indirect costs of the maintenance and the liability for costs shall be a permanent charge and lien upon the lot enforceable by the Association by any appropriate proceeding in law or in equity. Although notice given as herein provided shall be sufficient to give the Association the right to enter upon a lot and perform maintenance, entry for this purpose shall be limited to the hours of 7:00 A.M. to 5:00 P.M.

**17. SALE OF LOTS:**

(a) **SALE BY MORTGAGE:** Should any lot now or hereafter subject to this Declaration become subject to a security deed as security in good faith or for value, the holder thereof, on becoming the owner of such interest through whatever means or the seller in any sale under the power of sale therein contained, shall have the unqualified right to sell or otherwise dispose of said interest in the fee ownership; provided however, the seller shall otherwise sell and the purchaser shall take subject to the covenants and restrictions as stated.

(b) **SECURED TRANSACTIONS:** Nothing contained in this paragraph 17 shall be deemed to prohibit an owner or purchaser of a lot subject to this declaration from making a security agreement with any Bonafede lender. Any new purchaser is subject to this covenant and any ownership dues in arrears that are owed to the association are due from the proceeds of the purchase.

(c) **OTHER PROPERTY:** Lots deeded back to the association will be made available for sale via the OME Property Owners Association website. Prices for the lots will be set by the board of directors.

**18. AMENDMENT:**

The Covenants and Restrictions of this Declaration may be amended or changed at any time with the approval of 2/3's majority of the board and approval by a majority vote at the annual meeting of property owners. Any such amendment shall not become effective until the instrument evidencing such change has been filed for record in the Offices of the Clerk of the Superior Court of Harris and Talbot Counties, Georgia. Every purchaser or grantee of any interest in any property now or hereafter made subject to this Declaration by acceptance of a deed or other conveyance therefore agrees that the covenants and restrictions of this Declaration by acceptance of a deed or other conveyance therefore

agrees that the covenants and restrictions of this Declaration may be amended as provided in this section.

**19. STREETS:**

All lots shall be sold with the provision that the county may at any time raise or lower the street surfaces and that such action on the part of the county shall in no way be considered as a basis for a claim for damages to the abutting property.

**20. 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 years from the date these covenants are recorded after which time covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change the covenants in whole or in part. This Declaration likewise submits the property to the terms and provisions of the Georgia Property Owners Association Act, Georgia laws, 1994, Page 1879.

**21. ENFORCEMENT:**

Enforcement shall be by proceeding 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. The Oak Mountain Property Owners Association shall not be liable to any Owner, guest, licensee or invitee to or on the Property for damages incurred in the performance of its duties or rights under these covenants.

**22. SEVERABILITY:**

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

**23. CAPTIONS:**

The captions of each Section hereof as to the contents of each Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Sections to which they refer.

**24. PROVISIONS OF SUPPLEMENT AND CHANGES TO THE COVENANT:**

Any change or amendment must be approved by 2/3 majority of the board and approved by majority vote at the annual meeting of property owners.

IN WITNESS WHEREOF, Declarant has caused these presents to be executed by its duly authorized officers under its corporate seal and on the date first above written