

Declaration of Covenants and Restrictions

Of

Old Mill Trace

(Catoosa County, Georgia)

THIS DECLARATON OF COVENANTS AND RESTRICTIONS is hereby made, published, and declared, this 11th day of January, 2011, by the Old Mill Trace Community Association.

WHEREAS, for the interest, benefit, and advantage, of the Old Mill Trace Community Association, and each and every person that shall acquire any Lot or any portion of any Lot in the subdivision known as Old Mill Trace, that certain covenants and restrictions governing and regulating the use and occupancy be established, set forth, and declared to be covenants running with the land.

The Old Mill Trace Community Association is the governing body of the Old Mill Trace Subdivision.

1. All property owners in the Old Mill Trace Subdivision, by acceptance of a deed for a lot in this subdivision, agree for themselves, their heirs, and assign to become members of the Old Mill Trace Community Association.

2. These Covenants and Restrictions shall become effective upon the recordation of this Declaration and shall run with the land and be binding on all persons for a period of 20 years after the recordation of this instrument, at which time said covenants shall be automatically extended to successive periods of Twenty (20) years, unless, by action of a minimum of sixty-Seven, (67) percent of the then Owners of the Lots, have agreed to change said covenants in whole or in part, provided further, that the instrument evidencing such action must be in writing and shall be duly recorded in the Superior Court Clerks' Office of Catoosa county, Georgia.

3. All property owners agree to pay an annual Association Assessment, the amount to be established by the Association's Board of Directors. This sum will be used for the operation of the Association, including, but not limited to appropriate insurance, street lighting, landscaping, and maintenance of the Common area, entrance area, the cemetery, and other common expenses of the Association.

4. The Association Assessment fee is fixed initially at \$140.00 per lot per year. The assessment

amount will be adjusted yearly as deemed appropriate by the Community Association. Payments are due on January 1st of each year and are late after April 15th and shall be paid to the Association. The Association shall receive the fees and administer the Association fund.

5. The annual Association Assessment shall be a continuing lien on the property and will run with the land. In the event of the non-payment of fees, the property owners for themselves, their heirs, and assigns, agree that the Association or its agents shall have the right to bring the necessary Civil Action in a Court of Law to require the payment of these fees. In the event that a court case is necessary for the collection of the unpaid fees, the property owner in default will be responsible for the reasonable attorney's fees and costs associated with the collection of this debt. The property owner further agrees that the fees and costs are also a continuing lien on the property.

6. No structure, shall be erected, altered, placed or permitted to remain on any Lot other than (1) one single family dwelling with attached garage, which may also be located in the basement. A below ground swimming pool, also known as an in-ground swimming pool, appropriate pool facilities, and outdoor fireplace are permitted. No carports are permitted. All structures shall be placed over crawl space except those having a full basement.

7. Lots shall be used for single family residential purposes only. No retail business, repair shop or apartment house shall be maintained on any lot. This shall not be deemed to prohibit the rental to one family or a residence located on any lot. Home based businesses that do not negatively impact the community are allowed.

8. No lot shall at any time be subdivided.

9. Before any construction is commenced or carried on upon any lot, including modifications or additions to an existing structure that changes the current configuration of the home, plans and specifications shall be submitted for approval to the Community Association, and written approval be procured. Because the Association's concern that all of the Lots be of character and good taste, many factors beyond minimum square footage of floor space will be considered before plans and specifications are approved. Some of these factors will include how the architectural style fits in with the other homes existing in the Subdivision. This includes Roof pitch, masonry and sidings materials, and window placement. Roof pitch must be a minimum of Eight-twelfths (8/12 unless otherwise approved by the Association.

10. Each dwelling shall have a black case metal mailbox and brass numerals of the house number in the design originally selected by the developer. In the event of the breakage or irreparable deterioration, the mailbox and/or numerals shall be replaced by the original model. If the specific model of mailbox and or numerals ceases to be manufactured or otherwise becomes prohibitive to

obtain, the Association shall adopt a compatible model or mailbox for future replacements.

11. Above ground swimming pools shall be considered a structure for the purposes of paragraph number 6 of the Covenants and shall not be erected or permitted to remain on any lot, with the exception of lot 105.

12. All Lots must, from the date of purchase, be maintained by the Owner in a neat and orderly condition (grass being cut when needed, as well as leaves, broken limbs and other debris must be kept out of the street, off the sidewalks and driveways.) In the event that an Owner fails, of his own volition, to maintain Owners Lot in a neat and orderly condition, the Community Association may venture upon the lot, without liability, and proceed upon the Lot to put the Lot into a neat and orderly condition, billing the cost of such work to the owner.

13. Motor vehicles shall not be parked on the streets within the subdivision other than during occasional family sponsored non-commercial events hosted by the homeowner. Every attempt will be made by the homeowner to accommodate such increased traffic on the lot itself. There shall be no parking on the street curbs or sidewalks at any time.

14. No lumber, metals, bulk material, or refuse or trash shall be kept, stored or allowed to accumulate on any lot. Refuse must be kept in covered containers. Trash containers may be placed in the open on the day before scheduled trash pickup.

15. No noxious or offensive activity shall be allowed which may be considered a nuisance to the neighborhood.

16. Any vehicles larger than pickups, sport utility vehicles or personal type vans are not permitted to be parked in the Subdivision. There shall be no exterior storage of any inoperable vehicle. There shall be no exterior storage of any boats or recreational vehicles for longer than two (2) days.

17. No motor home, trailer, tent, shack, or other outbuilding shall be used for temporary or permanent residence on any lot within the subdivision. There shall be no detached garages, outbuildings, or playhouses permitted on any lot.

18. No sign, bill boards, or advertising devices of any kind, except those used in any subsequent sale of the property, shall be placed or otherwise installed on any lot or building within the Subdivision.

19. No lot or any part thereof shall be used as a means of access (either public or private) to other lands or used for the installation of utilities serving other lands.

20. Property owners shall be responsible for the repairs of sidewalks and curbs caused by building contractors they employ. If such repairs are not professionally accomplished by the property owner, the Old Mill Trace Community Association may have the repairs performed and have a cause of a civil action against the lot owner for the cost of such repairs.

21. Fences are allowed no nearer the front line than the rear elevation of the residence. The design and material used in such fence construction must be approved before any construction commences by the Association.

22. No animal, livestock or poultry shall be raised, bred, or kept on any lot. Dogs, cats, or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. Dog pens may not be permitted on any lot. No animal shall be allowed to roam freely within the subdivision. There shall be no kennels, permitted on any Lot for the commercial breeding of domestic pets.

23. The Association may assess additional fees and penalties for violations of provisions of the Declaration of Covenants, Conditions and Restrictions for Old Mill Trace. The amount of any additional fees and/or penalties for violations of these Covenants shall be set by the Old Mill Trace Community Association Board of Directors. Lot owners in violation shall be provided written notice of the violation and given ample time to correct the violation prior to the levy of any additional fees and/or penalties. No additional assessments shall exceed One Hundred dollars (\$100) per day and no penalty shall affect right of any property owner.

24. No waiver of any Covenant, Condition and Restriction for Old Mill Trace shall be granted to any Lot Owner without first approval of the Old Mill Trace Community Association Board of Directors. All prior waivers of any Covenant, Condition and Restriction for Old Mill Trace shall be extended beyond this date. Furthermore, if the structure/material/placement of any previously granted waiver has changed at any time, then that waiver shall be immediately terminated and the homeowner shall be subject to the requirements set forth in the Old Mill Trace Declaration of Covenants, Conditions and Restrictions of Old Mill Trace, as well as the Bylaws.

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