

Protective Covenants Rules and Restrictions  
Everson Ridge Subdivision

State of Georgia  
County of Gwinnett

307156

THIS DECLARATION made this 27<sup>th</sup> day of June, 2005 by Everson Ridge Homeowners Association, Inc. a Georgia Corporation

**ARTICLE I**  
**GENERAL COVENANTS AND RESTRICTIONS**

1. All homes shall be for residential use only. Leasing of units shall be considered a business activity. All business activities must be approved in writing by the ARC.
2. All plans must be submitted in writing to ARC and are subject to approval of ARC.
3. Signs. No signs, except approved real estate signs, may be placed on any lot or property.
4. Vehicles. Vehicles shall not be parked on a subdivision street. No vehicle shall be parked so as to be visible from any street for more than 24 hours. All homes shall have a garage; carports are not allowed. Garage doors must be kept closed when not in use.
5. Leases. All leases shall be for a minimum of six months and must contain language which obligates the lessee to abide by the covenants and restrictions.
6. All occupants are bound to the same rules and regulations as any owner.
7. Animals and pets. Must be leashed at all times. No animals may be bred, raised or kept except for dogs, cats or other usual household pets in a reasonable number, as determined by ARC.
8. Nuisance. No sirens, bells, amplifiers are allowed. No dangerous, noxious, unsightly or unpleasant landscaping, no artificial flowers or plants on the exterior of the home, devices, activities, plants or animals are allowed.
9. The pursuit of hobbies or other activities, including without limiting the generality of this section, the assembly or disassembly of motor vehicles or other mechanical devices, shall be pursued which causes, in the opinion of the ARC, any unsightly or unkempt conditions.
10. Antennas. No exterior antennas or satellite dishes are allowed which can be seen from the street.
11. Tree removal. No trees which are more than four inches in diameter at a point two feet from the ground shall be removed without prior written consent of ARC. However, no approval is required to remove trees within a 10-foot distance of the house, driveway or sidewalk.
12. Drainage. No obstructions may be placed in any drainage area or fields. No owner or occupant may obstruct or re-channel drainage flows.
13. Site distance. All property located at street Intersections shall be landscaped to permit safe site across such corners.

14. Garbage cans, wood piles, etc. All garbage cans, wood piles swimming pool pumps, filters and related equipment shall be located so as to not be visible from any street or neighboring property. All rubbish shall be regularly removed.
15. No lot shall be subdivided without written approval of ARC.
16. Guns. All use of firearms is prohibited.
17. Fences. All fences shall be approved in writing by ARC.
18. Utility lines. No overhead lines shall be permitted.
19. No window air conditioning units shall be used or permitted.
20. Lighting. All exterior lighting shall be approved by ARC.
21. No artificial vegetation shall be permitted. Exterior sculptures, fountains, flags and the like shall be approved by ARC
22. Energy conservation equipment. Is not permitted unless Approved by ARC.
23. Swimming pools. No above ground pools are allowed. Other pools must be approved by ARC.
24. Gardens, play equipment shall be located in rear yards only, not seen from any street.
25. Mailboxes. Are to be approved by ARC.
26. Exteriors. Any changes to exteriors must be approved by ARC.
27. Clotheslines. Are not allowed.
28. Exterior security devices. No devices, including burglar bars, shall be permitted. Signs stating that a security system is in use are allowed.
29. Entry features. Owners shall not alter or add features without ARC approval.
30. Any other changes to the exterior of the homes or outside appearance shall be subject to ARC approval.
31. The Homeowners association has the right to assess fines to any homeowner not abiding by these Rules and Regulations. The amount of these fines shall be voted on by the homeowner's association members.

**BY LAWS  
OF  
EVERSON RIDGE HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I  
PURPOSE AND RESPONSIBILITIES**

1.01 The purpose of Everson Ridge Homeowners Association, Inc. (the "Association") is the promotion of recreation, health, safety, welfare, common benefit and enjoyment of the owners and occupants of the Lots, herein defined, described in that certain Final Plat for Everson Ridge recorded on January 14th, 2005 in Plat book 107, page 192, Gwinnett County Records, including the maintenance of real and personal property as may be authorized from time to time by the Board of Directors of the Association.

1.02 Association's Responsibility. The Association shall maintain and keep in good repair the common property, as hereinafter defined, beginning twelve (12) months after the first lot is closed by the developer. The developer will be responsible for maintenance until this time. This maintenance shall include without limitation, maintenance, repair and replacement, subject to any insurance then in effect, of all landscaping and improvements situated on the common property. The Association shall also maintain: (a) all entry features for the Community as hereinafter defined, including the expenses for water and electricity, if any, provided to all such entry features; and (b) all property outside of Lots located within the Community which was originally maintained by the developer of the Community.

In addition, the Association shall have the right, but not the obligation, to maintain other property not owned by the Association, whether within or without the Community, where the Board of Directors has determined that such maintenance would benefit all Owners.

In the event that the Association determines that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, or the family, guest, lessees, or invitees of any Owner, and is not covered or paid by insurance, in whole or in part, then the Association may perform such maintenance, repair or replacement at such Owner's sole cost and expense.

**ARTICLE II  
MEMBERS**

2.01 Members. Every person who is the record owner of a fee or an undivided fee interest in any lot that is set forth on that certain Final Plat for Everson Ridge recorded on January 15th, 2005, in Plat Book 107, Page 192, Gwinnett County records, who will be paid in full all mandatory, annual and special assessments due the association, as determined by the Board of Directors.

The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate membership. No Owner, whether one or more Persons, shall have more than one (1) membership per Lot. In the event of multiple Owners of a Lot, votes in rights of use and enjoyment shall be as provided by the Bylaws. Membership shall be appurtenant to ownership of any Lot, but shall be subject to the complete and timely payment of all annual and special assessments due the Association. The rights and privileges of membership, including the right to vote and to hold office, may be exercised by a member or the members spouse, but in no event shall more than one (1) vote be cast nor office held for each Lot owned.

Each Owner and Occupant shall comply strictly with the Bylaws, the rules and regulations, the use restrictions, as they may be lawfully amended or modified from time to time and with the covenants, conditions, and restrictions set forth in this Declaration and in the deed to such Owners Lot if any. The Board of Directors may impose fines or other sanctions, which shall be collected as provided herein for the collection of assessments. Failure to comply with this Declaration, the Bylaws or the rules and regulations shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board of Directors on behalf of the Association, or, in a proper cause, by an aggrieved owner. Failure by the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. The Board shall have the right to record, in the appropriate land records a notice of violation of the Declaration, Bylaws, rules and regulations use restrictions, or design guidelines and to access the cost of recording and removing such notice against the Owner who is responsible (or whose Occupants are responsible) for violating the foregoing.

In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon any Lot or any other portion of the community to abate or remove, using such force as may be reasonably necessary, any structure, thing, or condition which violates the declaration, the bylaws, the rules and regulations, or the use of restrictions. Unless an emergency situation exists, the board shall give the violating lot owner ten (10) days written notice of its intent to exercise Self-Help. Notwithstanding the foregoing, vehicles may be told after reasonable notice. All costs of self-help, including, without limitation, reasonable attorney's fees actually incurred, shall be assessed against the violating Lot Owner and shall be collected as provided for herein for the collection of assessments.

Unless otherwise directed by the Board of Directors, the Association shall not issue certificates evidencing membership in the Association.

2.02 Duration. The covenants and restrictions of this Declaration shall run with and bind the Community, and shall inure to the benefit of and shall be enforceable by the Association of any owner, their respective legal representatives, heirs, successors, and assigns for a period of twenty (20) years, after which time this declaration shall be automatically extended for successive periods of 10 years, unless such extension is disapproved

by the affirmative vote or written consent, or any combination thereof, of at least two-thirds (2/3) of the Total Association Vote. A written instrument reflecting disapproval must be recorded within the year immediately preceding the beginning of a ten (10) year renewal period. Every purchaser or grantee of any interest (including, without limitation, a security interest) in any real property subject to this Declaration, by acceptance of a deed or other conveyance therefore, thereby agrees that such provisions of this Declaration may be extended and renewed as provided in this Section.

2.03 Assessments of Members. The assessments provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of Lots, including the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.

Assessment shall be determined by the Board of Directors based on the annual budget of the Association, which shall be prepared by the Board of Directors and approved by the Board. Mandatory dues will be assessed at \$200 per year commencing on August 1 of each year, which is the beginning day of the Association's fiscal year. A late fee will be as added in the amount of \$20.00 per month.

The Board of Directors, while responsible for determining the annual budget, is limited to raising the annual assessments of members to 10% of the previous year's assessment. If the Board of Directors votes and increase greater than 10%, a special meeting will be called by the Board President for all Members to vote on the proposed budget. A two-thirds majority vote will be required for budget passage.

Any special assessments for projects not covered in the annual budget will also require a two-thirds majority vote by the members for passage. Special assessments shall be considered any assessment other than annual dues.

2.04 Annual Meeting of Members. The regular annual meeting of the Members shall be held at such place within the State of Georgia and shall be designated in the call of the meeting on the determined designated day in the fifth month of each calendar year. The Members shall at such annual meeting elect a Board of Directors and Officers for the ensuing year, in the manner provided in section 3.02 hereof, and shall have authority to transact any and all business which may be brought before such meeting.

2.05 Special Meetings of Members. Other meetings of Members shall be held at such place within the State of Georgia and shall be designated in the call of the meeting. Special meetings may be called by the President of the Association at any time and must be called by the President when so requested in writing by any two Directors, or by ten percent (10%) of the Members of the Association.

2.06 Notice of Meetings. Written notice of the place, date, and time of every annual or special meeting of Members shall be mailed or hand delivered to each member not less than ten (10) days or more than sixty (60) days before such meeting. Each Member shall register his address with the Association, and notices of meeting shall be mailed to him at such address. If for a special meeting, such notice shall state the object or objects of the meeting, it shall not be necessary that notice of an annual meeting specified the business to be transacted at such meeting, but such notice shall specify the number of Directors to be elected at such annual meeting.

2.07 Quorum. A quorum at any meeting of Members, whether annual or special, shall consist of the presence at such meeting in person, or by proxy, of Members entitled to cast one-fifth (1/5) of the votes of the Members of the Association. Unless otherwise provided in the Articles of Incorporation of the Association, or these Bylaws, a majority of the votes entitled to be cast by all Members present at the meeting at which a quorum is present shall be necessary and sufficient to decide and act upon any question which shall come before the meeting. No business shall be transacted at any meeting unless a quorum is present.

2.08 Voting. Members shall be entitled to One (1) vote for each Lot owned. When more than one (1) person holds an ownership interest in any Lot, the vote for such Lot shall be exercised as those Owners themselves determined and advised the Secretary prior to any meeting. In the absence of such advice, the Lots vote shall be suspended in the event that more than one (1) Persons seeks to exercise it.

2.09 Proxies. The vote of any Member may (and shall, in the case of any Member not a natural person or persons) be cast pursuant to a proxy or proxies, duly executed by or on behalf of the Member, or in cases where the Member consists of more than one person, by or on behalf of all such persons. No such proxy shall be revocable except by written notice delivered to the Association by the Member or by any such persons executing the proxy. Any proxy shall be void if it is not dated or if it purports to be revocable without notice aforesaid. No proxy shall be valid after eleven (11) months from the date of the execution, unless otherwise provided in the proxy. A proxy shall be automatically revoked by the transfer of title to the Lot to which it relates.

2.10 Action of Members Without a Meeting. Any action which may be taken at a meeting of the Members may be taken without a meeting if a written approval and consent, setting forth the action authorized, shall be signed by each of the Members entitled to vote on the day of which the last such Member signs such approval and consent and upon the filing of such approval and consent with the officer of the corporation having custody of its books and records. Such approval and consent so filed will have the same effect as a unanimous vote of the Members at a special meeting called for the purpose of considering the action authorized.

## **ARTICLE III DIRECTORS**

3.01 Number and Qualifications of Directors. The business and affairs of the Association shall be managed by a Board of Directors. Directors shall be natural persons who have attained the age of eighteen (18) years. The Board of Directors shall be composed of the President, Vice President, Secretary/Treasurer, and three members selected from the Association. The committees of the Association shall be:

- a. Block captains
- b. Safety and security
- c. other communities as deemed necessary

3.02 Election and Term of Office. The members of the Board of Directors shall be elected by the majority vote of all Members in attendance at a duly called meeting of the Members at which such election takes place and at which a quorum is present. Each director shall hold office for the term to which he is elected or appointed and until his successor shall have been elected or appointed and qualified, or until his earlier resignation, removal from office or death.

3.03 Annual Meeting of Directors. The annual meeting of the Board of Directors shall be held immediately after the annual meeting of Members at the same place at which the annual meeting of Members was held as a matter of course and without notice, for the transaction of any business which may be brought before the meeting.

3.04 Special Meetings of Directors. Special meetings of the Board of Directors shall be held at such place within the State of Georgia as shall be designated in the call of such meetings. Special meetings of the Board of Directors may be called by the President at any time, in his discretion and must be called by the President whenever so requested in writing by any member of the Board of Directors.

3.05 Notices of Meetings. Notices of special meetings of the Board of Directors shall be given by the President or the Secretary to each member of the board not less than twenty-four (24) hours before the time at which such meetings are to convene. Said notices may be given by telephone or by any other form of written or verbal communication. It shall not be necessary for notices of special meetings of the Board of Directors to state the purposes or objects of the meetings. The Directors may waive notice of any meeting. Action may be taken by the Directors without a meeting if such action is consented to in writing by all of the Directors.

3.06 Quorum. A quorum at any meeting of the Board of Directors shall consist of a majority of the Members of the Board unless otherwise provided in the Articles of Corporation of the Association, or these Bylaws. A majority of those present at any meeting at which a quorum is present may decide any questions which may come before any meeting.

3.07 Management of Powers of the Board of Directors. The management of the Association shall be vested in the Board of Directors, which shall have and shall exercise all of the powers and duties which the Association is authorized and required to exercise and perform.

3.08 Removal of Directors. Any Director may be removed, with or without cause, by a majority of the votes entitled to be cast by those Members who are present in person or by proxy and voting at a special meeting.

3.09 Compensation of Directors. No Director shall receive compensation for any service he may render to the Association as a Director. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties as a Director.

#### **ARTICLE IV OFFICERS**

4.01 Designation of Officers. The Officers of the Association shall be appointed by the Board of Directors and shall consist of a President, one or more Vice Presidents, a Secretary, a Treasurer. Each officer shall serve at the pleasure of the Board of Directors and may be removed from office by the Board of Directors at any time, with or without cause.

4.02 The President. The President shall be the Chief Executive Officer of the Association and, subject to the direction and control of the Board of Directors, shall have general and active supervision and charge of all activities of the Association.

4.03 The Vice President. The Vice President shall, in the absence or disability of the President, perform all of the duties and exercise all of the powers of the President and shall perform such other duties as the Board of Directors shall request or delegate. If there is more than one (1) Vice President, the one designated by the Board of Directors shall act in the absence of the President.

4.04 The Secretary. The Secretary shall keep minutes of all meetings of the Members and Directors, shall have charge of the register of Members, and shall perform such other duties and have such other powers as may from time to time be delegated to him by the President or by the Board of Directors.

4.05 The Treasurer. The Treasurer shall be charged with the management of the finances of the Association; shall have the custody and care of all funds of the association; shall keep, or cause to be kept, full and accurate books of account and records all fiscal and financial transactions of the Association; and shall cause an annual audit of the Association's books to be made at the completion of each fiscal year.



4.06 Assistant Officers. The Board of directors may appoint one or more assistant Vice Presidents, Assistant Secretaries, or Assistant Treasurers who may carry out the duties of the Vice President(s), Secretaries, and Treasurer, respectively, in their absence.

## **ARTICLE VI**

### **SEAL**

5.01 Corporate Seal. The corporate seal of the Association shall have inscribed there on the name of the Association and the words "Corporate Seal" and shall otherwise be in the form adopted by the Board of Directors.

## **ARTICLE VII**

### **MISCELLANEOUS**

6.01 Committees. An Architectural Control Committee shall be established and shall have the duties and responsibilities determined by the Board of Directors. The Board of directors may, from time to time establish such other committees as it deems advisable, and the members of such other committee shall be appointed by the Board of Directors and shall serve subject to the will of the Board of Directors. The Board of Directors shall have the right to appoint and to remove member of the Architectural Control Committee at any time with or without cause. Any members of any such committee may be removed from office at any time by the Board of Directors, with or without cause.

6.02 Insurance. The Board of Directors may obtain insurance for insurable improvements, whether or not located on the Common Property, which the Association is obligated to maintain. The Board of Directors may also obtain a public liability policy applicable to the Common Property covering the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents, and if reasonably available, directors' and officers' liability insurance.

6.03 Books and Records. The books and records of the Association shall at all times, during reasonable business hours, be open for inspection by any Member of the Association.

6.04 Interpretation. In the case of any conflict between the Articles of Incorporation of the Association and these Bylaws, the Articles of Incorporation shall control.

6.05 Indemnification. The Association shall indemnify any person made a party to any action, suit or proceeding, whether civil or criminal, by reason of the fact that he is or was a director, officer, employee or agent of the Association, against the reasonable expenses, including attorney's fees, actually and reasonably incurred by him in connection with the defense of the action, suit or proceeding or in connection with any appeal. This right of indemnification shall not apply to any action, suit or proceeding, (1) in relation to matters as to which the director., officer or employee shall be adjudged in the action, suit or proceeding to be liable for negligence or misconduct in the performance of his duties as the Association

or (2) in relation to matters in which such action, suit, or proceeding that are settled or compromised. The right to indemnification confirmed by this section shall not restrict the power of the Association to make any indemnification permitted by law.

## **ARTICLE VIII AMENDMENTS**

7.01 Amendments of Bylaws. The Board of Directors shall have the power to alter, amend, or repeal any of the Bylaws or to adopt new Bylaws by the affirmative vote of the majority of all of the Directors, but any Bylaws adopted by the Board of Directors may be altered, amended or repealed in new Bylaws adopted by the affirmative vote or of at least two-thirds (2/3) of the total number of votes of all of the Members. The Members may prescribe in any Bylaw adopted by them that such Bylaws shall not be altered, amended, or repealed by the Board.

7.02 Proviso. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to any Mortgagee, without the prior written consent of said Mortgagee, as the case may be. No amendment that is in conflict with the Articles of Incorporation shall be adopted.

## **ARTICLE IX DEFINITIONS**

8.01 Definitions. The following words, when used in these Bylaws (unless the context shall prohibit) shall have the following meanings:

- a. "Common Property" shall mean any and all real and personal property and easements and other interest therein, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners;
- b. "Community" shall mean and refer to the certain real property an interest therein described in Exhibit "B" attached hereto, and such additions thereto as may be made by the Association by the declaration of other real property;
- c. "Lot" shall mean any plot of land within the Community, whether or not improvements are constructed thereon, which constitutes or will constitute, after the construction of improvements, a single-family dwelling site as shown on a plan reported in the land records of the county where the Community is located. The ownership of each Lot shall include, and there shall pass with each Lot as an appurtenance thereto, whether or not separately describe, all of the right, title, and interest of an Owner in the Common Property, which shall include upon complete and timely payment of all annual and special assessments due the Association membership in the Association.

- d. "Owner" shall mean and refer to the record owner, whether one or more Persons, or the fee simple title to any Lot located within the Community who has, at any time than a Member of the Association, excluding, however, any Person holding such interest nearly as security for the performance or satisfaction of any obligation.
- e. "Person" shall mean any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trust or other legal entity.

## **FOR ARC APPROVAL**

Submit, in writing, a drawing to scale of the lot or home with changes noted in red. Also, submit, in writing, an affidavit signed by owners stating the changes or alterations to be made. The ARC will seek to respond to our requests within 48 hours, but in no event, shall the ARC fail to respond within 60 days. The ARC will respond to any and all requests and shall not refuse to respond to a request. In all cases, the decision of the ARC is final.

Original signatures of all homeowners must accompany all requests. Fax copies are not permitted.