

GP HOA
4990 Gunners Pond
Roswell GA 30075

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DECLARATION OF PROTECTIVE COVENANTS


Connie Taylor
Clerk of Superior Court Cobb Cty. Ga.

THIS DECLARATION, made and published on September 1, 2021, by Gunners Pond
Community Association, Inc.;

WITNESSETH:

WHEREAS, Gunners Pond Subdivision being a subdivision of all of these certain lots, tracts or
parcels of land situated in Land Lot 36 of the 16th District of Cobb County, and being Lot 1 through 31
inclusive, of Gunners Pond, Unit I, according to plat recorded in Plat Book 70, page 190, Cobb County
records, and in Land Lots 1260 and 1261 of the 15th District of Cherokee County, and being Lots 1
through 36 inclusive, of Gunners Pond, Unit II, according to plat recorded in Plat Book 14, page 183,
Cherokee County records.

WHEREAS, the Association (as hereinafter defined) has been formed as a non-profit civic
organization to perform certain functions for the common good and general welfare of the Owners (as
hereinafter defined).

WHEREAS, it is to benefit and advantage of the undersigned and its successors in ownership of
said lots or parcels that protective covenants regulating the use of such lots and parcels be established, set
forth and declared to be covenants running with the above-described land;

NOW, THEREFORE, in consideration of said benefits, Gunners Pond Homeowners Association,
Inc. does hereby proclaim, publish and declare that the following protective covenants shall apply to all of
said lots and to all persons owning said lots, or any of them, hereafter; these protective covenants shall
become effective immediately and shall run with and shall bind the Property perpetually to the extent
provided in the Act.

ARTICLE I

DEFINITIONS

Section 1. Association. "Association" means Gunners Pond Homeowners Association, Inc., (a non-profit corporation organized under the Georgia Nonprofit Corporation Code), its successors and assigns.

Section 2. Board. "Board" means the Board of Directors of the Association. "Director" means a member of the Board of Directors, "Officer" means an officer of the Association.

Section 3. By-Laws. "By-Laws" means the By-Laws of the Association.

Section 4. Common Property. "Common Property" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Property shall include, but not be limited to the pool, tennis courts, recreation area, as shown on the recorded plat for Gunners Pond Subdivision, as well as any open space required to be maintained as open space (pursuant to Cherokee County and Cobb County zoning requirements) and any other property deeded to the Association.

Section 5. Lot. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Property.

Section 6. Member. "Member" means any member of the association.

Section 7. Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 8. Property or Properties. "Property or Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 9. Restrictions. "Restrictions" means all covenants, restrictions, easements, charges, liens, and other obligations created or imposed by this Declaration.

Section 10. 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 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, signboard, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such lot;

(b) any excavation, grading, fill ditch, diversion dam or other thing, or device which affects or alters the natural flow of surface waters from, upon or across the natural flow of surface waters from, upon or across any Lot, or 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; and

(c) any change in grade at any point on a Lot of more than six (6) inches, whether or not subsection (b) of this Section 10 applies to such change.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Property which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Property;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Property and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to annual dues shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to annual dues.

Section 2. The Association shall be all Owners and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any developed Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual dues or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Properties and for the improvement and maintenance of the Common Property.

Section 3. "Annual Membership Dues". Until January 1 of the year immediately following the conveyance of the Lot to an Owner, the maximum annual Membership dues shall be two-hundred and thirty-one (\$231.00) per Member.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual dues may be increased each year not more than five percent (5%) above the maximum dues for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual dues may be increased above five percent (5%) by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual dues at any amount, not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Property, including fixtures and personalty related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of voting members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty-six percent (66%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meetings shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual dues and special assessments must be fixed at a uniform rate for all Lots and may be collected on a quarterly basis or annually as determined by the Board.

Section 7. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Property or abandonment of his Lot.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lien thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

GENERAL COVENANTS AND RESTRICTIONS

Section 1. Residential Use. All Lots shall be restricted exclusively to single-family residential use.

Section 2. Common Property. The Common Property shall be used by the Owners and their family members, invitees and licensees for such other purposes as may be authorized by the Association.

Section 3. Improvements of Lots. All construction of dwellings, accessory structures and all other improvements on the Property shall be undertaken and completed in accordance with the following conditions:

- (a) No temporary house, shack or tent shall be erected on said lots to be used for residential or church purposes; and no lot may be used for school or kindergartens.
- (b) Whenever buildings erected on any lot or constructed in whole or in part of concrete, concrete block, cinder blocks or other fabricated masonry block units, such blocks shall be veneered with brick or natural stone or other approved material over the entire surface exposed above finished grade.

(c) Dwelling on any lot shall each have not less than 1400 square feet of floor space, with a ceiling height of not less than eight feet in all enclosed, heated, habitable areas. This floor space requirement shall be exclusive of any space in garages, carports and finished basements.

(d) No building shall be located nearer to a street line than indicated by the building line shown on the plat.

Section 4. Debris. No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any lot or parcel of land, nor shall any nuisance, of any type, or odors be permitted to exist or operate upon or arise from any such lot or parcel of land, so as to render any portion thereof unsanitary, unsightly, offensive, or detrimental to the neighborhood.

Section 5. Animals. No animals, including insects, reptiles, livestock, birds or poultry of any kind shall be raised, bred or kept by any owner, or his family, servants, agents, guests, or tenants, upon any lot or portion of land, except that a reasonable number of generally recognized house pets may be kept, provided that such pet or pets are kept or maintained solely as domestic pets and not for any commercial purpose. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance.

Section 6. Garbage Containers. Garbage containers shall be concealed from view from the street.

Section 7. Fences. No fence shall be constructed forward of the front elevation of any house except that decorative fences of a height of no more than thirty-six (36) inches and of wooden material may be used for landscaping purposes. Owners adjoining the lake may fence to the rear property line.

Section 8. Signs and Structures. No advertising signs, billboards or high and unsightly structures shall be erected on any lot or displayed to the public on any lot, except (1) as required by legal proceedings, (2) as may be used to advertise the property for sale or rent, (3) as directional signs for vehicular or pedestrian safety, or (4) as entry signs used to identify the subdivision (5) or allowed by the County (6) or as approved by the Board.

Section 9. Exterior TV or Radio Receiving Equipment. No communication or electronic device shall be erected forward of the front elevation of any house.

Section 10. Lake Access. Owners of lots abutting the lake may enter the lake from their property; owners of lots not abutting the lake may enter the lake only through the recreational area shown on plat.

Section 11. Abandoned Vehicles. No abandoned vehicles shall be parked on any lot for any period of time in excess of fourteen (14) days. (Refer to County ordinance for definition of abandoned).

ARTICLE VI

DURATION AND AMENDMENT

Section 1. Duration. The above protective covenants are to run with the land and shall be binding on all parties and all persons claiming under them for perpetuity unless an instrument in writing, signed by a majority of the then owners of the lots has been recorded, agreeing to change or terminate said covenants in whole or in part.

IN WITNESS WHEREOF, the undersigned, being the Declarant herin, has herunto set its hand and seal this 1st day of September, 2021.

GUNNERS POND HOMEOWNERS ASSOCIATION INC.

By: [Signature]
Title: Officer of GPHCA Board



Signed, sealed and delivered, this 14 day of September, 2021, in the presence of:

Witness: [Signature]

Notary Republic: [Signature]

