

Homeowner Statement for the Board of Directors

Date: August 15, 2026

Submitted by: Maegen Carroll (Lot 53)

Dear Members of the Board,

I would like to ask the Board to consider and address a broader concern: what does the Board believe its role is when decisions involve association funds, established community structures, amenities, Common Area features, property interests, and the covenants that govern our neighborhood?

Section 8.3 of our covenants is especially important to this concern. It states that the Common Properties and all facilities now or hereafter built or installed thereon “shall at all times be maintained in good repair and condition by the Association.” It specifically includes repair and replacement of fences, signs, lighting fixtures, and other facilities or improvements, and states that the maintenance obligation cannot be reduced or eliminated.

Because that language uses “shall” and refers to facilities “now or hereafter built or installed thereon,” I believe the Association needs a clear and consistent understanding of what the Board is obligated to maintain. Our Common Areas and shared features are part of what makes Riverside on Lake Nottely special. Any neighborhood can have houses, but shared access to the creek, the lake, the Lodge, and established common amenities are what set this community apart, in addition to wonderful neighbors.

I understand that the Board is elected to make decisions and that not every maintenance issue requires a community vote. However, there is a meaningful difference between routine maintenance and decisions that materially change the neighborhood by removing, reducing, selling, abandoning, or discontinuing maintenance of established community features or assets.

Since we purchased our lot in 2021, I have appreciated certain improvements, including the most recent road repairs and the paved easement to Sunset Cove that this Board is credited for. However, several other actions and decisions have caused me concern about whether the neighborhood’s established amenities and assets are being consistently preserved, or if the Board believes it can unilaterally remove, reduce, sell, or abandon community assets when they become inconvenient, costly, or unpopular with a few members:

- **Fencing:** Matching neighborhood fencing has been removed, not replaced, and treated inconsistently. The developer-installed fence at the corner of Madeline and Susie was removed after falling into disrepair, even though it is passed by every car entering the neighborhood. This fence issue was raised during my time on the Board, where I noted our explicit obligation under Section 8.3. I highlight this not to dwell on past discussions, but to show that our maintenance obligations under Section 8.3 have been a known

standard that should be consistently applied. Meanwhile, the similar fence at Sunset Cove was fully replaced using \$2,476 of POA funds in addition to a generous \$1k donation. There is also a remaining matching fence leading to The Drift Common Area. I would like to understand the Board's standard for determining which fencing or aesthetic improvements are maintained and which may be removed or discontinued.

- Lodge Furniture: Lodge furniture has been removed and not replaced, including the loveseat. While furniture seems minor compared to larger structures, it is still part of whether our common amenities are being maintained, reduced, or allowed to disappear over time.
- The Drift Overlook: A prior Board removed an overlook deck feature at The Drift Common Area and replaced it with picnic tables. Again, concern that an established Common Area amenity was removed and replaced with something materially different, which reduced the amenity that was originally present. *(Note: Any argument that it was removed due to a 50-foot buffer concern is inconsistent, as that would mean the overlook deck at Sunset Cove is in the exact same position.)*
- Lodge Deck: There has been rumor or discussion that the Lodge deck may eventually be rebuilt with a smaller footprint. To ensure homeowners have clear facts rather than relying on neighborhood hearsay, I am asking for direct clarification regarding the Lodge deck. If repairs or rebuilding are being planned, will it be restored to its current size and function, or is a reduced footprint under consideration?
- Land Conveyance (1.68-Acre Parcel): Public county/QPublic records appear to show that LN Acquisitions conveyed a 1.68-acre parcel to Riverside on Lake Nottely on January 30, 2024, and that Riverside on Lake Nottely conveyed that same parcel to private individuals on February 16, 2024. This parcel borders the road leading directly to our neighborhood gate—the very first area people see as they approach our community. This transfer was never disclosed to the community or dues-paying Association members. I was on the Board at that time, and not only was the community unaware, but at least two Board members, including myself, were not informed until approximately the day before the transaction was to occur. I do not recall a formal Board vote, legal counsel being sought out, or documentation in the minutes. Again, my concern regarding that parcel is that part of what appears to have been intended to benefit the neighborhood's entrance and overall layout was reduced or eliminated without transparency, without full Board awareness, and without Association notice.

These actions, taken against our governing documents and without clear Association notice or involvement, highlight my concern about whether this neighborhood will be maintained with the features that were present when homeowners purchased property here if this trajectory continues.

This concerns every homeowner in Riverside on Lake Nottely. Once a precedent is set that the Board can treat established amenities as optional, we lose the protection our covenants were designed to provide. If an amenity or property can be removed or transferred today without community notice, what assurance do any of us have about the assets and features we value most moving forward?

So my two main questions are:

1. First, if the Board does not believe Association members have a right to be informed or consulted before an asset such as land is released or transferred, what type of decision *does* the Board believe requires Association notice, input, or documented approval?
2. Second, how does the Board interpret Section 8.3, and what specific neighborhood structures, amenities, facilities, and Common Area improvements does the Board believe it is responsible for maintaining?

For most owners, our property and home is one of our most significant investments. We all purchased here, willing to pay into a POA, with the expectation that the covenants attached to our lots would be upheld and that the community would be maintained, if not improved upon, in order to protect the neighborhood and our property values.

My desire is nothing short of what is written in black-and-white: that the Board fulfill its role to enforce and uphold the covenants for our protection — not quietly reduce established community features over time.

To preserve confidence in this community, I look forward to the Board addressing these two core questions during the meeting and in the official record.

Thank you,

Maegen Carroll

Union County, GA

Assessment Appeals Process

Would you like to submit an appeal to the Board of Assessors? [Click here to open an instruction document.](#)

Appeal to Board of Assessors

Summary

Parcel Number	039 021 DD
Account/Realkey	25837
Location Address	
Legal Description	LD 9 LL 285,286
	(Note: Not to be used on legal documents)
Class	R3-Residential
	(Note: This is for tax purposes only. Not to be used for zoning.)
Zoning	
Tax District	County (District 01)
Millage Rate	10.805
Acres	1.12
Neighborhood	N/A
Homestead Exemption	No (S0)
Landlot/District	285 / 9
Water	N/A
Sewer	N/A
Electric	N/A
Gas	N/A
Topography	Average
Drainage	Average
Road Class	N/A
Parcel Road Access	Paved

[View Map](#)

Owner

[HOGUE THOMAS EUGENE](#)
257 MADELINE WAY
BLAIRSVILLE, GA 30512

Rural Land

Type	Description	Calculation Method	Soil Productivity	Acres
RUR	Small Parcel	Rural	4	1.12

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
2/16/2024	1372 468	70 347	\$5,000	Not Fair Market Value	RIVERSIDE ON LAKE NOTTELY	HOGUE PERRY ELLIS & THOMAS EUGENE
1/30/2024	1370 471	70 347	\$5,000	Sold again in the same year	LN ACQUISITIONS LLC	RIVERSIDE ON LAKE NOTTELY
5/31/2013	943 65	58 101	\$2,850,000	Multi Parcel	UNITED COMMUNITY BANK	LN ACQUISITIONS LLC
5/17/2013	941 491	58 101	\$0	Foreclosure	ASSET HOLDING COMPANY 5 LLC	UNITED COMMUNITY BANK
3/14/2012	896 468	58 101	\$0	Foreclosure	RIDGETOP DEVELOPERS LLC	ASSET HOLDING COMPANY 5 LLC
10/31/2006	675 317	59 64	\$0	Gift	RIDGETOP DEVELOPERS LLC	RIDGETOP DEVELOPERS LLC
4/17/2006	641 596	58 101	\$2,100,000	Developer	HOGUE ELMER C JR	RIDGETOP DEVELOPERS LLC

Valuation

	2026	2025	2024	2023	2022
Previous Value	\$17,100	\$15,600	\$15,600	\$14,400	\$14,400
Land Value	\$19,300	\$17,100	\$15,600	\$15,600	\$14,400
+ Improvement Value	\$0	\$0	\$0	\$0	\$0
+ Accessory Value	\$0	\$0	\$0	\$0	\$0
= Current Value	\$19,300	\$17,100	\$15,600	\$15,600	\$14,400

The Board of Assessors would like to advise users that the 2026 digest has not been approved at this time. Values are subject to change and are not final.

No data available for the following modules: Land, Conservation Use Rural Land, Residential Improvement Information, Commercial Improvement Information, Mobile Homes, Accessory Information, Prebill Mobile Homes, Photos, Sketches.

The Union County Assessor makes every effort to produce the most accurate information possible. No warranties, expressed or implied are provided for the data herein, its use or interpretation. The assessment information is from the last certified tax roll. All other data is subject to change.

| [User Privacy Policy](#) | [GDPR Privacy Notice](#)
[Last Data Upload: 8/14/2026, 6:08:53 PM](#)

[Contact Us](#)

Developed by
 **SCHNEIDER**
GEOSPATIAL