

True Copy of Covenant

**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
RODGERS CREEK**

THIS DECLARATION is made this 25th day of August, 1988, by PALMETTO MORTGAGE CO., INC., a Georgia corporation hereinafter referred to as "Declarant". Declarant is the owner of certain real property located in the 26th District, 2nd Section, Gilmer County, as described in a deed in favor of Declarant, dated July 14, 1988, and recorded in Deed Book 225, Page 510, Gilmer County Records, to which reference is made for a complete and accurate legal description.

The Declarant proposes to subdivide the property into lots for sale to the general public. By this Declaration, Declarant intends to establish certain covenants, conditions and restrictions (referred to collectively hereafter as "restrictions") on the lots for the benefit and protection of the future and present owners of the lots and for the establishment and maintenance of sound values for the lots. The restrictions herein are intended to run with the land, and to inure to the benefit of and be binding upon each interest so conveyed or reserved and all parties having or acquiring any right, title, interest or estate therein. The restrictions herein are intended to be mutually enforceable by and upon all such parties, which shall include the Declarant, its successors and assigns.

1.

This Declaration shall be applicable to those subdivided lots lying in the above property, which appear on plats of survey filed of record in the Office of Superior Court of Gilmer County. In the alternative, this Declaration shall be applicable to any parcel of property lying in the above property, the deed to which bears express reference to this Declaration.

2.

The property subject to this Declaration shall be used for residential purposes only. Not more than one detached dwelling shall be erected on a lot. Construction of the exterior of a dwelling shall be completed within twelve (2) months of the commencement of same.

3.

The establishment, maintenance and use of all lots or parcels of land within the subdivision with regard to the disposal of sewerage and effluent shall be done in strict compliance with currently existing State and County Health regulations. In particular no outside toilets shall be allowed on any lot in the subdivision, and no waste or effluent

Exhibit "E"

True Copy of Covenant

shall be permitted to enter any stream. Furthermore, all sanitary arrangements must be inspected and approved by local or State Health Officers.

4.

Each lot owner agrees to have the location of any well or septic tank first approved by the Gilmer County Health Department, prior to the construction of such facilities.

5.

All animals maintained or kept on any lot must be confined to said lot unless such animal is on leash or under the direct supervision of said owner or his agent while in the subdivision area.

6.

Declarant for itself, its successors and assigns, reserves easements for the installation and maintenance of all utilities and drains along a strip of land twelve and one-half (12 1/2) feet in width adjacent to all roads and other lot boundary lines, or in such width as may be set forth on the recorded plat of such lot, in which case the width appearing on such plat shall prevail. Declarant, for itself, its successors and assigns reserves the right of ingress and egress to such areas for the purpose of maintaining, installing and operating any of the above utilities and rains.

7.

No noxious or offense activity shall be carried on, on any lot or parcel of land, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood.

8.

No lot or parcel of land shall be used or maintained as a dumping ground for rubbish or trash, garbage or other waste, including, but not limited to, junk vehicles of any sort and household waste and said lots and parcels of land shall be kept clean and in a sanitary condition.

9.

Signs for the advertising of a lot for sale by the owner of said lot or his agent may be placed on such lot, but may not exceed one (1) foot by two (2) feet in size without the prior approval of the Association (see below). No other advertising activity of any kind shall be allowed on any lot or parcel of land.

10.

By acceptance of a deed or by entering into a contract for the purchase of a lot in the subdivision, the owner(s) shall automatically become a member of the

True Copy of Covenant

RODGERS CRÉEK OWNERS ASSOCIATION, INC., a non-profit Georgia corporation, and covenant and agree to pay to the Association annual membership dues and such special assessments as may hereafter be charged by the Association in accordance with its charter and by-laws. Such dues and assessments are payable on a per lot basis. All lots owned by the Declarant or successor developer shall be subject to the same dues and assessments as other owners.

The annual dues shall be used by the Association for the purpose of maintaining roads within the subdivision, for the enforcement of these restrictions, and for any other lawful purpose of benefit to the subdivision or the lots therein, within the discretion of the Association Board of Directors.

The Declarant shall have the power to appoint and remove Directors of the Association during a period which shall extend no later than the time at which the Declarant (or any successor developer) ceases to own a majority of the lots in the subdivision. At or before such time, the Declarant shall notify the Board of Directors of its relinquishment of such power, and the Board of Directors shall call a new election.

All dues and assessments, together with charges, interest, costs and reasonable attorney's fees, in the maximum amount permitted by law, shall be a lien upon the lot against which each assessment is made. Such amounts shall also be the personal obligation of the person who was the owner of the lot at the time the assessment fell due. Each owner shall be liable for his or her portion of each assessment coming due while he or she is the owner of a lot and his or her grantee shall be jointly and severally liable for such portions thereof as may be due and payable at the time of conveyance.

Any assessments which are not paid when due shall be delinquent. Any assessment delinquent for a period of more than ten (10) days shall incur a late charge of 10% of the amount due. Said amount together with the late charge shall accrue interest at the maximum allowable rate. If the assessment is not paid within thirty (30) days, a lien as herein provided for shall attach, and said lien shall include the late charge, interest, all costs of collection and reasonable attorney's fees. In the event the assessment remains unpaid after sixty (60) days, the Association may, as the Board shall determine, institute suit to collect such amounts and to foreclose its lien. Each owner, by his or her acceptance of a deed to a lot, grants to the Association or its agents the right and power to bring all actions against him or her personally for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property.

True Copy of Covenant

An invalidation of one or more of these covenants or restrictions shall in no way effect any of the remaining provisions herein, which shall thereafter remain in full force and effect.

IN WITNESS WHEREOF, the undersigned corporation does set its hand and seal.

INC.

PALMETTO MORTGAGE CO.,

(s) Robert Parker
Witness

By: (s) Roberta R. Hood
VICE PRESIDENT

(s) Denise B. Tucker
Notary Public

Notary Public, Georgia, State at Large
My Commission Expires Nov 28, 1988

Registered at GEORGIA, GILMER COUNTY
Clerk's Office - Superior Court
Filed for record this 1 day of
September 1988 at 11:00 o'clock
A.M. and Recorded in Book 228 Page 271
This 1 day of Sept. 1988

Clerk, Superior Court