



NOTICE REGARDING COVENANTS AND/OR RESTRICTIONS

The following Covenants and/or Restrictions are added as a courtesy only and are NOT WARRANTED by the property owner, their broker or agent as to completeness, accuracy, currency, or enforceability. Any interested buyer prospect is urged as part of their due diligence to contact the relevant Community Association or developer to determine for themselves what covenants and/or restrictions currently apply, how long they may remain in force, and if any changes or amendments may be currently under consideration. Additionally, or alternatively, one may wish to consider hiring an attorney to conduct this search for them and provide advice as needed.

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RITA HARKINS
CLERK OF COURTS
LUMPKIN COUNTY

REAL ESTATE TRANSFER TAX
PAID: \$380.00
093-2013-000049

RETURN TO: ANGELA GRANT CLARK
P.O. BOX 611
DAHLONEGA, GA 30533

WARRANTY DEED

STATE OF GEORGIA
COUNTY OF LUMPKIN

THIS INDENTURE, Made this 11th day of January in the Year of Our Lord Two Thousand and Thirteen, between Paul Hanson and Mary Hanson of the County of Lumpkin, and State of Georgia, as parties of the first part, and Brian P. Hanson of the County of Lumpkin, and State of Georgia, as party of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATIONS (\$10.00) in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and conveyed, and by these present does grant, bargain, sell, and convey unto said parties of the second part, his heirs and assigns, the following described property:

SEE EXHIBIT "A" ATTACHED HERETO
AND MADE A PART HEREOF BY REFERENCE

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members, and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit, and behoof of the said party of the second part, his heirs and assigns, forever, in fee simple.

And the said parties of the first part, for their heirs, executors, and administrators, will warrant and forever defend the right and title of the above described property unto the said party of the second part, his heirs and assigns, against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set hands and affixed seals, the day and year first above written.

Signed, sealed and delivered in the presence of:

Pat Cagle
Unofficial Witness

Paul Hanson (SEAL)
Paul Hanson

Angela G. Clark
Notary Public
State of Georgia

Mary Hanson (SEAL)
Mary Hanson

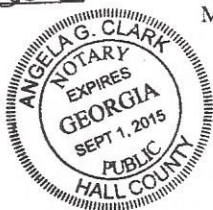


EXHIBIT A

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 466 AND 486, 15TH DISTRICT, 1ST SECTION, LUMPKIN COUNTY, GEORGIA AND BEING FULLY DESCRIBED BY A PLAT PREPARED BY THOMAS DURKIN, GEORGIA REGISTERED LAND SURVEYOR, DATED MARCH 14, 2012: AND AS PER SAID PLAT, THE PROPERTY IS MORE PARTICULARLY DESCRIBED AS LOTS 5, 6, 7, AND 9, CAVENDER CREEK ESTATES. THE SUBJECT PLAT BEING OF RECORD IN PLAT CABINET ONE, SLIDE 189, PAGE 196, LUMPKIN COUNTY RECORDS. SAID PLAT IS HEREBY INCORPORATED BY REFERENCE.

THIS CONVEYANCE IS MADE SUBJECT TO THOSE CERTAIN RESTRICTIVE COVENANTS AS RECORDED IN DEED BOOK 1208, PAGE 727, LUMPKIN COUNTY RECORDS.

THIS CONVEYANCE IS MADE SUBJECT TO THAT CERTAIN ROAD MAINTENANCE AND WATER SERVICE AGREEMENT AS RECORDED IN DEED BOOK 1208, PAGE 733, LUMPKIN COUNTY RECORDS.

THIS CONVEYANCE IS MADE TOGETHER WITH AND SUBJECT TO EASEMENTS FOR PUBLIC ROADS AND UTILITIES NOW IN USE.

THIS CONVEYANCE IS MADE TOGETHER WITH AND SUBJECT TO ANY EASEMENTS OF RECORDS OR EASEMENTS LOCATED ON THE PROPERTY ABOVE DESCRIBED.

PLH
ymh

PAUL HANSON
200 BEAVER DAM RD
DAHLONEGA, GA. 30533

DOCH# 001150
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03/28/2012 10:00 AM
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RITA HARKINS
CLERK OF COURTS
LUMPKIN COUNTY

WATER SERVICE AND ROAD MAINTENANCE AGREEMENT

STATE OF GEORGIA
COUNTY OF LUMPKIN

This Water Service & Road Maintenance Agreement made and entered into this 28 day of February, 2012, by Paul Hanson and Mary Hanson (hereinafter collectively referred to as "Developer") are the Developers of Cavender Creek Estates (hereinafter referred to as "Subdivision") located in Land Lots 465, 466, and 486, of the 15th Land District, 1st Section, Lumpkin County, Georgia, as shown more particularly on a plat of survey by Thomas Durkin, Georgia Registered Land Surveyor, dated March 1, 2012 as recorded in Lumpkin County, Georgia deed records at Plat Cabinet One, Slide 189, Page 191, and

WITNESSETH

WHEREAS, Developer is the owner of that certain Well and Water System including pumping equipment, well house, and other equipment necessary for the pumping and distribution of water to the properties that may now or hereafter be connected to said Water Well located on the parcel described as "Well Parcel" on the above referenced plat of survey; and

WHEREAS, Developer desires to provide water to all lots located in the Subdivision; and

WHEREAS, the Developer hereto desires that the benefits and obligations set forth in this agreement run with the land;

NOW THEREFORE, the Developers hereto establish as follows:

1.

Developer hereby conveys unto each lot owner in the Subdivision a perpetual easement for the use and maintenance of said water well, together with the right to maintain and replace water pumps, water lines, and appurtenances reasonably necessary or desirable for the use and enjoyment by the lot owners of the water well and the water therefrom now located on property shown as "the Well Parcel", formerly being a portion of Lot 4 for the purpose of providing to the lot owners, a sufficient amount of water to be used for drinking, general household use, and other domestic purposes. Developer also conveys unto each lot owner an easement as shown on the above referenced plat of survey to go upon the well parcel for the purposes aforesaid.

A separate power meter in the name of the Developer has been installed for the operation of said well. Each lot owner shall pay the Developer a monthly fee of Twenty-One Dollars & no/100 (\$21.00) for use of the water. This fee is subject to increase based on the annual costs of said maintenance. Prior to increasing said fee, Developer shall provide lot owners with a thirty (30) day notice. Should the water maintenance be assumed by a homeowner's association, then each lot owner shall have one vote per lot and a vote of Seventy-Five (75%) can modify the Water Agreement fee.

2.

Developer also grants an easement to the lot owners for the purpose of maintaining, repairing, or replacing water lines and pipes extending from said water well and the pumping apparatus therein to the lot owner. This easement shall be within the parcel described as "Well Parcel" on the above referenced plat of survey and shall also extend over the waterlines connecting said water well to property of the lot owner.

3.

Should said water well become unable to produce a sustained output of a minimum of five (5) gallons per minute, the lot owners shall share equally in the cost of improving the well, or if necessary, installing a replacement well to achieve the minimum required level of output.

The benefits and obligations of said Developer and lot owners shall run with the land and this agreement shall bind and benefit said parties hereto, their heirs, successors, and assigns.

ROAD MAINTENANCE AND EASEMENT

The Developers herein recognize that any and all means of ingress and egress to the property are considered by the Planning Commission of Lumpkin County, and the governing body of Lumpkin County to be private ways not maintained by said governing body; therefore each Lot Owner shall be responsible for their share of the upkeep and maintenance of said private way, holding completely harmless the governing body of Lumpkin County of any necessity for such upkeep and maintenance.

NOW THEREFORE, the Developers hereby establish as follows:

1.

Each lot owner and his heirs and assigns shall have an easement being forty (40) feet in width over the Beaver Dam Road and any and all other established subdivision roads and cul de sacs as shown on the above referenced plat of survey. Said easement shall be for the purposes of ingress, egress, and the installation of utilities.

2.

Initially, the Developer will be responsible for the upkeep and maintenance of the roads and cul de sacs. The Developer reserves the right to transfer this obligation to any homeowner's association that is formed for Cavender Creek Estates.

3.

Each lot owner shall pay a monthly road maintenance fee in the amount of Twenty-Five Dollars & no/100 (\$25.00) to the Developer. Said fee shall cover grading work and placement of gravel on the subdivision roads. This fee is subject to increase based on the annual costs of said maintenance. Prior to increasing said fee, Developer shall provide lot owners with a thirty (30) day notice. Should the road maintenance be assumed by a homeowner's association, then each lot owner shall have one vote per lot and a vote of Seventy-Five (75%) can modify the road maintenance fee.

4.

By acceptance of a deed, each lot owner shall be bound by the terms and conditions of this agreement and any failure of a lot owner to pay any assessment duly authorized and assessed by this document or any homeowner's association shall result in a lien against the lot. The Developer is specifically empowered and authorized hereby to file said liens as they deem necessary.

5.

Any costs incurred due to damage to the road caused by construction on either of said Lots shall be the sole responsibility of the owner of the Lot which is under construction.

6.

This agreement shall be binding on and shall inure to the benefit of the heirs, successors and assigns of the parties hereto. This agreement shall run with the land and any person buying any lot in said subdivision shall be bound by this agreement by their acceptance of their deed for subject property.

IN WITNESS WHEREOF the parties hereto have set their hands and affixed their seals on the day and year first above written.

Sworn to and subscribed before me this 27th day of March, 2012.

Michelle Abernethy Paul Hanson (SEAL)
Unofficial Witness Paul Hanson

Renee Smith
Notary Public
State of Georgia

RENEE SMITH
NOTARY PUBLIC
LUMPKIN COUNTY, GEORGIA
★ Seal ★
My Commission Expires 4-13-2013

Michelle Abernethy Mary Hanson (SEAL)
Unofficial Witness Mary Hanson

Renee Smith
Notary Public
State of Georgia

RENEE SMITH
NOTARY PUBLIC
LUMPKIN COUNTY, GEORGIA
★ Seal ★
My Commission Expires 4-13-2013

11m-470

PAUL HANSON
200 BEAVER DAM RD.
DAHLONEGA, GA. 30533

DOCH 001149
FILED IN OFFICE
03/28/2012 10:00 AM
BK:1208 PG:727-732
RITA HARKINS
CLERK OF COURTS
LUMPKIN COUNTY

CROSS REF: DEED BOOK 1205,
PAGE 239-243, LUMPKIN COUNTY
RECORDS.

DECLARATION OF COVENANTS
AND RESTRICTIONS
CAVENDER CREEK ESTATES

State of Georgia
County of Lumpkin

Whereas, Paul Hanson and Mary Hanson (hereinafter collectively referred to as "Developer") are the Developers of Cavender Creek Subdivision (hereinafter referred to as "Subdivision") located in Land Lots 465, 466, and 486, of the 15th Land District, 1st Section, Lumpkin County, Georgia, as shown more particularly on a plat of survey by Thomas Durkin, Georgia Registered Land Surveyor, dated March 14, 2012 as recorded in Lumpkin County, Georgia deed records at Plat Cabinet One, Slide 189, Page 196, and

Whereas, the Developer, in order to provide for the orderly development, improvement, and maintenance of the property and to provide for the mutual benefit and protection of the property rights of the Developer and of the persons who may hereafter own and reside in and on the property, do desire to establish certain standards, impose certain restrictions, and reserve unto themselves certain rights and privileges; and

Whereas, the Developer deems it to be suitable and appropriate to publish said standards and restrictions and impose the same upon the land so as to establish the same as covenants and restrictions running with the title to the land.

Whereas, Developers previously filed a Declaration of Covenants and Restrictions for Cavender Creek Estates as recorded in Deed Book 1205, Pages 239-243, Lumpkin County Records; and

Whereas, said Declaration provided that Developer had the authority to amend said covenants as long as Developer owned Seventy-Five Percent of the property. Developer hereby revokes the previous Declaration as filed in Deed Book 1205, Pages 239-243, Lumpkin County Records in it's entirety and in lieu thereof the Developer declares as follows:

Now, therefore, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency of which is acknowledged, the Developer hereby declares said real property, except for Lot 11, to be subject to the following covenants and restrictions, said covenants and restrictions to run with the title of said land. Once Developer converts Lot 11 to a single family residence, Developer will amend the Declaration of Covenants to include Lot 11. Said covenants and restrictions shall be binding on and inure to the benefit of the present Owners of any parcel of land in the Subdivision, as well as their heirs, successors and assigns. Said covenants and restrictions shall be as follows:

1. There shall be no commercial business of any type conducted on any of the above described property except that the properties may be used as rental cabins on either a daily, weekly, or monthly basis. All lots are to be single- family residences only. However, "cottage industries" are permitted in the homes as long as said cottage industry does not allow for customers, clients, or employees, other than the property owner, to transact business or work on subject property.
2. No mobile homes, double-wides, manufactured homes, pre-fabricated houses, trailers or move-in type houses of any type shall be allowed. This shall include but not be limited to any dwelling to which at one time wheels were affixed.
3. All dwellings shall be painted a pleasing color, in conformance with other dwellings in the Subdivision. No unusual or graphic color scheme shall be permitted upon any dwelling, outbuilding, fence or other structure. All plans for any structure, additions to any existing structures, landscaping, and all paint colors for exterior surfaces must be presented to and approved by the Architectural and Landscape Control Committee in writing prior to the commencement of any work. Initially, the Architectural and Landscape Control Committee shall consists of the Developer. Once a Home Owner's Association is established, Developer may, in his sole discretion, elect to transfer his rights under the Architectural and Landscape Control Committee to the Home Owner's Association. The committee shall approve or disapprove plans submitted to it within thirty (30) days of receipt of application to the committee. All plans and all requests for approval must be submitted to Developer at 200 Beaver Dam Road, Dahlonega, GA 30533 via United States certified return receipt mail. If developer fails to act within the thirty (30) days of receipt, the application shall be deemed to have been approved. Any improvements, additions, or painting must be completed within one hundred and eighty (180) days after approval.
4. No outbuildings of any type, including, but not limited to tents, shack, trailer, or barn shall be permitted on any lot.
5. No lot shall be re-subdivided to a size smaller than originally platted.

6. No junk or inoperable vehicles, machinery, or equipment will be permitted to remain on any property. The property must be kept in a neat and orderly manner at all times.
7. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except those commonly considered as "common household pets" and those not for commercial purposes. No activity with a noxious odor shall be allowed on said property. All pets must be indoor pets only and shall be leashed any time said pet is outside. Pet owners shall be solely responsible for all pet clean up. No Rottweilers, German Sheperds, Chows, Pit Bulldogs, Doberman Pinchers or any dog considered as "dangerous" by an insurance company shall be allowed on subject property at any time.
8. Lot owners shall regularly keep their lots improved in presentable condition. No weeds, garbage or refuse pile, trash or other unsightly objects shall be allowed to be placed or suffered to remain on any part of any lot.
9. The use and occupancy of any lot shall be subject to the easements graphically depicted on the recorded plat of the Subdivision.
10. No radio or television aerial or satellite dish will be placed, erected, or permitted upon any buildings site without developer approval.
11. No fences, chain link fences or walls shall be allowed without written approval from the Developer.
12. Free standing garages and accessory buildings may be constructed but shall not be used for permanent or temporary residence purposes. Any such structure shall be in design and construction to match and compliment the home.
13. No property owner will do, or permit to be done, any act upon his property which may be, or is, or may become a nuisance to other property owners or residents. No loud outdoor noise will be allowed after 11 p.m.
14. All automobiles, trucks and other vehicles shall be muffled in such a way that their operation in the Subdivision does not constitute a nuisance.
15. No recreational vehicle shall be parked or stored on any lot. "Recreational vehicle" shall include, but is not limited to, trailers, campers, boats, RVs, ATVs and any other vehicle used for recreational purposes. There shall be no resident occupying any recreational vehicle on a lot.
16. No ATVs shall be allowed on the lots or any property within the development.

17. No fireworks shall be allowed.
18. No hunting shall be allowed. The use of firearms is prohibited within the subdivision. The term "firearms" includes, but is not limited to, "B-B guns, pellet guns, bows and arrows, and small firearms of all types.
19. No outdoor display of art, yard art, or signs shall be permitted. All bicycles, toys, charcoal grills, and any and all other miscellaneous items must be stored on the back porch or inside the home.
20. A community water system has been established for the development. No individual wells are allowed.
21. In order to allow for uniformity, all holiday decorations will be completed by the developer.
22. All outdoor lighting must be approved in writing by the developer.
23. Every owner shall be responsible for any and all damage to the development caused by the owner and owner's invitees. Damages caused by an owner or owner's invitees, shall be a lien against the owner and the owner's lot until repairs are made.

Owner's Easements of Enjoyment. The owner of each lot shall have a right of enjoyment in and to the Walking Trails which shall be appurtenant to and shall pass with the title to every Lot. The easement along said Walking Trails shall be twenty (20) feet in width as shown on the above referenced plat of survey. Any owner may delegate his right of enjoyment to the Walking Trails to the members of his family, his tenants, or contract purchasers who reside on the property.

The Owner's of Lots 8, 9, and 10 shall each have a right of enjoyment in and to the Pond and the adjoining Ga-ze-bo which shall be appurtenant to and shall pass with the title to Lots 8, 9, and 10. Said Easement around the perimeter of the pond and the Ga-ze-bo shall be ten (10) feet in width. The owner's of Lots 8, 9, and 10 shall be solely responsible for the maintenance and upkeep of the pond and Ga-ze-bo.

The Developer, until such time as a homeowner's association is established, shall have the authority to charge an assessment to each lot owner for maintenance and necessary expenses of subdivision control, including, but not limited to, pest control services, grounds keeping services, satellite TV services, garbage receptical, road maintenance, and water services. Any unpaid assessment shall constitute a lien against the property on which it is assessed, and said lien shall be perfected upon the recordation of an affidavit of said lien upon the real estate records of the Office of the Clerk of Superior Court, Lumpkin County, Georgia. At such time when all lots have been sold, the homeowners will be responsible for establishing a homeowner's

association. Once said homeowner's association is in place, the developer will relinquish any and all remaining funds collected from said assessments to the homeowner's association. The Developer shall be exempt from all assessments until such time as a homeowner's association is formed.

Each owner, by accepting a deed, is deemed to covenant and agree to pay all assessments charged by the Developer and or the Association. All assessments, together with interest computed from its due date at a rate of 10% per annum, or such higher rate as the Association may establish, late charges, as determined by the Association, costs, and attorney's fees shall be a personal obligation of each owner and a lien upon each lot until paid in full. Upon a transfer of title of any lot, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance.

No owner may exempt himself or herself from liability for assessments by non-use of the walking trails or other amenities.

The Developer and or the Association shall have a lien against each lot to secure payment of delinquent assessments, as well as interest, late charges, and costs of collection. Should any lot owner fail to pay the assessments in full when due, the Developer and or the Association shall have the right to initiate a civil suit against the lot owner for all past due assessments, as well as interest, late charges, and costs of collection, including, but not limited to attorney's fees and court costs. Furthermore, by accepting a deed, the lot owner hereby agrees that should the lot owner fail to pay assessments for a period of three (3) months, the Developer and or the Association has the right to discontinue all services, including, but not limited to, water service.

The Developer, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Developer or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

These covenants and restrictions shall run with the land and shall be binding upon all parties and all person claiming under them for a minimum period of Twenty (20) years from the date these covenants and restrictions are recorded, after which the said covenants and restrictions shall be automatically extended for successive periods of Ten (10) years unless and instrument signed by Two-Thirds (2/3) of the then owners of the property has been recorded agreeing to terminate or change said covenants and restrictions in part or in whole.

These covenants and restrictions may be changed, modified or amended by a duly recorded instrument signed by the Developer of the Subdivision for so long as the Developer is the owner of any portion of the property in the Subdivision. Once Developer has sold all interest in the Subdivision, the owner or owners of Seventy-Five percent (75%) of the property in the Subdivision may change, modify, or amend these covenants and restrictions by a duly recorded instrument.

Each and every covenant and restriction contained herein shall be considered to be an independent and separate covenant and agreement, and in the event that any one or more of said covenants or restrictions shall, for any reason, be held to be invalid or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect. The failure of any party or person to enforce a covenant or restriction contained herein in any instance or against any instance or against any person shall not constitute a waiver or abrogation of said covenant or restriction.

The covenants and restrictions contained herein are supplementary to and independent of any and all laws or rules of any governmental agency, and except insofar as these covenants and restrictions shall be rendered void or shall be in conflict with the laws or rules of any governmental agency they shall not be deemed to have changed by virtue of any laws or rules hereinafter enacted or established by a governmental agency.

IN WITNESS WHEREOF, the Developers have hereunto set hand and affixed seal, this 28th day of March, 2012.

Signed, sealed and delivered in the presence of:

Michelle Akersombe
Unofficial Witness

Paul Hanson (SEAL)
Paul Hanson

Renee Smith
Notary Public
State of Georgia

RENEE SMITH
NOTARY PUBLIC
LUMPKIN COUNTY, GEORGIA
★ Seal ★
My Commission Expires 4-13-2013

Michelle Akersombe
Unofficial Witness

Mary Hanson (SEAL)
Mary Hanson

Renee Smith
Notary Public
State of Georgia

RENEE SMITH
NOTARY PUBLIC
LUMPKIN COUNTY, GEORGIA
★ Seal ★
My Commission Expires 4-13-2013