



## 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.

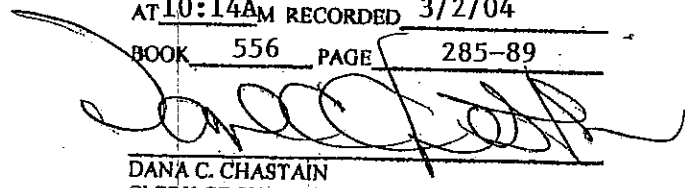
285

DENNIS R. BARFIELD  
12875 APPALACHIAN HWY  
MORGANTON, GA 30560

GEORGIA, FANNIN COUNTY  
CLERK OF SUPERIOR COURT OFFICE  
FILED FOR RECORD 2/24/04

AT 10:14AM RECORDED 3/2/04

BOOK 556 PAGE 285-89



DANA C. CHASTAIN  
CLERK OF SUPERIOR COURT

01780

**ROAD EASEMENT AND MAINTENANCE AGREEMENT**  
**RESTRICTIVE COVENANTS FOR DEER CREEK TRAIL SUBDIVISION**  
**LOTS 1-6**

This ROAD EASEMENT AND MAINTENANCE AGREEMENT AND RESTRICTIVE COVENANTS FOR DEER CREEK TRAIL SUBDIVISION is made this 30th day of DEC, 2003, by the undersigned DENNIS R. BARFIELD, DENNIS R. BARFIELD, II AND JOSEPH J. SWIDERSKI FAMILY TRUST, JOSEPH J. SWIDERSKI, TRUSTEE (hereafter collectively referred to as "Declarant").

**WITNESSETH:**

WHEREAS, Declarant is the fee simple owner of all that tract or parcel of land lying and being in Fannin County, Georgia, and being more particularly described below with any additional property added hereto by amendment (hereinafter referred to as the "Submitted Property"), said property being:

All that tract or parcel of land lying and being in the 8<sup>th</sup> District and 1<sup>st</sup> Section of Fannin County, Georgia and being part of Land Lot No. 204 & 205 of Fannin County, Georgia, and being described as **Lots 1-6 of DEER CREEK TRAIL SUBDIVISION containing a total of 9.803 acres of land**, more or less, as shown on plat of survey prepared by Rochester & Associates, G.R.L.S. # 2763, dated April 23, 2003 and being recorded in Plat Hanger D-60, Page 7-8, in the Office of the Clerk of the Superior Court, Fannin County, Georgia. Said recorded survey is hereby made a part of the above described property by reference thereto for a more complete description of the above described property.

Said property is conveyed subject to all easements, restrictions, and rights of ways as set forth on said recorded plat or as appearing of record.

The above described property is a portion of the same property conveyed by Warranty Deed dated the 6<sup>th</sup> day of November, 2002 recorded in Deed Book 473, Page 641, in the Office of the Clerk of the Superior Court, Fannin County, Georgia.

WHEREAS, Declarant desires to enhance the value and provide for the uniform development of the Subdivision;

NOW, THEREFORE, the Declarant hereby declares that the Submitted Property shall be held, conveyed, encumbered, used, occupied, and improved subject to the following covenants and restrictions, as well as easements and assessments, all of which are in furtherance of a plan for subdivision, improvement and sale of real property and every part thereof. The covenants, restrictions and easements set forth herein shall run with the land and shall be binding on all parties having or acquiring and right, title or interest therein or thereto, and shall, subject to the limitations herein provided, inure to the benefit of each Owner of property, his heirs, successors, and assigns.

1. The exterior of all structures to be constructed on any of said lots shall be completed within nine (9) months from date that construction begins.
2.
  - A) The primary floor must have either a solid log or stick frame construction with log siding. This structure must maintain a rustic look.
  - B) Roofing material must be "Architectural" shingle, wood shake, or metal, excluding any tone of blue.
  - C) Alternate Floor Exterior coverings must be solid log or log siding, wood shake, Board & Baton, or some other type of solid wood construction or rock. NO wood by products, artificial stone, stucco, plywood or OSB. Must maintain neat, desirable and finished appearance, complimentary to the rest of the home.
3. All Lots shall be used for residential purposes only and no business or business activity shall be conducted on said property.
4. The basement must have poured concrete walls. Walls must be covered with log exterior siding, or natural rock. NO brick, stucco or artificial stone.
5. Owner / Home Owner Association shall have all agriculture control of said property. This shall include landscaping, weeding and maintenance and expenses.

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6. No inoperative cars, motorcycles, trucks, or other types of vehicles shall be allowed to remain in either on or adjacent to any Lot for a period in excess of forty-eight (48) hours; provided, however, that this provision shall not apply to any such vehicle being kept in a closed garage. There shall be no major repair performed on any motor vehicle on or adjacent to any Lots in the subdivision. All vehicles shall have current license plates.
  7. No mobile, modular, prefab home or homes constructed in whole or in part off of any Lot will be allowed on any Lot. No structure of a temporary nature shall be used as a residence either temporarily or permanently (including but not limited to trailers, basements, tents, shacks, garages, or barns).
  8. Trailers and Commercial Vehicles - No parking of any house or travel trailer, truck (excluding pickup truck), camper, tent, or other similar vehicle, outbuilding, or structure shall be placed on the property at any time for a period exceeding (48) hours. No industrial, commercial or farm equipment or vehicles, including without limitation dump trucks, moving vans, step vans, buses and lowboy trailers, shall be allowed to park or remain on the Property, except for so long as necessary for use in connection with ongoing construction.
  9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes. Such household pets must be kept on a leash or must be maintained in a fenced area. Large and/or potentially vicious breeds of dogs are specifically excluded, and may not be raised, bred or kept on any lot. Declarant and Declarant Heirs reserves the right to own 4 pasture horses within **DEER CREEK TRAIL SUBDIVISION**.
  10. Driveways shall be maintained in good order.
  11. Garbage and trash- No trash, garbage, or other waste material or refuse shall be placed or stored on any Lot except in covered sanitary containers. All such sanitary containers must be stored in each home, or within an enclosure designed therefor, which must be at least five (5) feet from any Lot line. All garbage and/or trash must be removed the minimum of every seven (7) days. No dumpsters except on ongoing construction sites. Maximum size allowable container is standard "yard" size refuse container. Maximum numbers of containers allowed is two (2).
  12. Clotheslines - No garments, laundry, rugs or other articles may be aired or dried on any Lot.
  13. No structure shall draw power from a temporary pole except for a temporary pole necessary for the construction of a permanent home. Power shall be hooked up permanently.
  14. Outside signs can be no larger than 12" in length. No more than two (2) signs may be displayed at one time, to the public view on any lot except such signs as comply with the provisions hereof Builders may display such signs as are normally utilized to advertise the property during the construction and sales period. After an Owner closes his purchase on any lot in the subdivision, the only signs permitted on his lot will be: (a) a professionally prepared sign for identification purposes (not more than one square foot in area); and (b) a single sign to rent or sell said lot of a type used by Brokers in the area, with the usual wording, such sign to be no more than four square feet in size. In the event any such sign is unsatisfactory, the sign will be removed. These limitations shall apply to signs of all types, including banners, signs on cloth, paper, cardboard or other materials.
  15. Any outbuilding built shall have same exterior coverings as main home on lot including but not limited to roof. Main floor may not exceed 800 square feet. Total square feet may not exceed 80% of main dwelling.
  16. Declaration herein grants, to all owners of the above referenced lots, all necessary easements for all current and future utilities, with said installations contemplated to be, but not required to be, within an area adjacent to the road system shown on the aforementioned plat.
  17. All tree removal except for house space shall be approved by the Owner / Homeowners Association. Any debris from tree removal or possible storm damage must be removed within seven (7) days. Special situations must be discussed and approved by Owner / Homeowners Association. Excluding new construction tree removal.
  18. Declarant reserves the right to reject any contract or subcontractors of the Homeowners.
  19. Portajohn is allowed on the said job site until the dwelling is completed.
  20. Ground floor is to be no less than 800 square feet and house is to be no less than 1,200 square feet.
  21. Any grading on Lot purchased within the **DEER CREEK TRAIL SUBDIVISION** shall be approved by the Declarant. Should a lot owner desire to use other than Declarant's grading company, a written request should be submitted to Declarant and it will be the sole discretion of Declarant to approve said grading company to conduct the work on said lot.

**ROAD MAINTENANCE ASSESSMENTS**

**Personal Obligation of Assessments: Claim of Lien:** All purchasers of Lots within **DEER CREEK TRAIL SUBDIVISION**, by acceptance of a deed therefor, whether or not is shall be so expressed in such deed, are deemed to covenant and agree to pay to an Association or group of lot owners formed for the purpose of administering said funds, (1) Annual assessments or charges for regular road maintenance within **DEER CREEK TRAIL SUBDIVISION**; and (2) special assessments for emergency repairs to said roads within **DEER CREEK TRAIL SUBDIVISION**, these assessments to be established by:

\* Declarant remains void of these charges.\*

1. For annual assessments for regular road maintenance: The Owners (by a majority vote) shall pro-ratan estimated budget (to begin at \$200.00 per year in 2003) for said maintenance among all owners of lots in **DEER CREEK TRAIL SUBDIVISION** (one share per lot owned). Each lot's owner(s) shall then be responsible for this pro-rated amount, to be paid prior to January 1 of the year of the assessment.
2. By a majority vote of all lot owners, special assessments for emergency repairs or upgrades to said road shall be established with each lot owner responsible for a pro-rata share of said approved emergency assessment (one share per lot owned).

The annual and special assessments, together with interest and costas of collection including reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property or Lot against which each such assessment is made. Each such assessment, together with interest, costs of collection, 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 such delinquent assessments shall also pass to his successors in title, provided a claim of lien has been recorded in the Public Records of Fannin County giving notice to all persons that a claim of lien upon the Lot is being asserted, prior to the conveyance of title to the Lot. Said claim of lien shall state the description of the residence, the name of the record Owner thereof, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien have been fully paid. Such claims of lien shall be signed and verified by 1) an officer of the Homeowners' Association (if said Association has been established) or 2) by a representative of a majority of the lot owners in **DEER CREEK TRAIL SUBDIVISION**. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien, said satisfaction being executed either 1) by the record individual filing the lien, 2) an officer of the Homeowners' Association (if said Association has been established) or 3) by signatures indicating a majority of all lot owners. Liens for assessment may be foreclosed by suit brought in the name of the Homeowners' Association in like manner as a foreclosure of a mortgage on real property. Assessments shall not apply to the Developer and/or Declarant.

**RESERVATION BY DECLARANT OF ROAD EASEMENT**

The Declarant hereby reserves unto himself, Its successors and assigns, all necessary licenses, rights, privileges and easements over, upon, under and across all property, including but not limited to, (1) the right to use the said properties for rights-of-way and casements to erect, install, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, pipes, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, cable, television, sewer, water or other public conveniences or subdivision utilities; (2) the right to cut any trees, bushes or shrubbery, make any gratings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, convenience, safety and appearance; (3) the right to locate thereon wells and pumping stations; (4) the right and easement of ingress and egress for purposes of development and construction; and (5) such other rights as may be reasonably necessary to complete in an orderly and economic manner the development of all present and future phases of **DEER CREEK TRAIL SUBDIVISION**; provided, however, that said reservation and right shall not be considered an obligation of the Declarant to provide or maintain any such utility, development, or service. Declarant also reserves the right to connect with and make use of utility lines, wires, pipes, conduits, cable, television, sewers and drainage and other utility lines which may from time to time be in or along the streets and roads within the property. Finally, the Declarant reserves the right to establish and continue to use any sales offices, signs, or parking spaces located on the property, in its effort to market the development. The easements and rights-of-way herein reserved shall continue in existence in favor of the Declarant until conveyance of all lots or property owned by Declarant within the Deer Creek Trail S/D or future developments of adjoining property also owned by Declarant. After which all property has been conveyed Declarant shall file a written **EXTINGUISHMENT OF EASEMENT** document with the Clerk of the Superior Court, Fannin County, Georgia.

The Declarant herein states that they are owners of additional properties adjoining said Deer Creek Trail Subdivision. Declarant states at some point and time they intend to develop or sale, all or a portion of said property and reserves the right to grant an easement for ingress and egress over the existing Deer Creek Trail S/D roads as shown on the above described plat. They also reserve the right to grant an easement for utilities to the said additional property owned by Declarant. These easements shall not be a mere easement but a right running with title of land and shall be a burden against said same.

**ROAD EASEMENT FOR DEER CREEK TRAIL SUBDIVISION**

It is the express intent of Declarant to grant an easement along the road system within the boundaries of the above mentioned survey for ingress and egress to each Purchaser, their heirs, and assigns, for lots or property within **DEER CREEK TRAIL SUBDIVISION**. It is the express intent of Declarant to reserve for Declarant, Declarant heirs, and

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Personal Obligation of Assessments; Claim of Lien: All purchasers of Lots within **DEER CREEK TRAIL SUBDIVISION**, by acceptance of a deed therefor, whether or not is shall be so expressed in such deed, are deemed to covenant and agree to pay to an Association or group of lot owners formed for the purpose of administering said finds, (1) Annual assessments or charges for regular road maintenance within **DEER CREEK TRAIL SUBDIVISION**; and (2) special assessments for emergency repairs to said roads within **DEER CREEK TRAIL SUBDIVISION**, these assessments to be established by:

\* Declarant remains void of these charges.\*

1. For annual assessments for regular road maintenance: The Owners (by a majority vote) shall pro-ratan estimated budget (to begin at \$200.00 per year in 2003) for said maintenance among all owners of lots in **DEER CREEK TRAIL SUBDIVISION** (one share per lot owned). Each lot's owner(s) shall then be responsible for this pro-rated amount, to be paid prior to January 1 of the year of the assessment.
2. By a majority vote of all lot owners, special assessments for emergency repairs or upgrades to said road shall be established with each lot owner responsible for a pro-rata share of said approved emergency assessment (one share per lot owned).

The annual and special assessments, together with interest and costas of collection including reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property or Lot against which each such assessment is made. Each such assessment, together with interest, costs of collection, 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 such delinquent assessments shall also pass to his successors in title, provided a claim of lien has been recorded in the Public Records of Fannin County giving notice to all persons that a claim of lien upon the Lot is being asserted, prior to the conveyance of title to the Lot. Said claim of lien shall state the description of the residence, the name of the record Owner thereof, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien have been fully paid. Such claims of lien shall be signed and verified by 1) an officer of the Homeowners' Association (if said Association has been established) or 2) by a representative of a majority of the lot owners in **DEER CREEK TRAIL SUBDIVISION**. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien, said satisfaction being executed either 1) by the record individual filing the lien, 2) an officer of the Homeowners' Association (if said Association has been established) or 3) by signatures indicating a majority of all lot owners. Liens for assessment may be foreclosed by suit brought in the name of the Homeowners' Association in like manner as a foreclosure of a mortgage on real property. Assessments shall not apply to the Developer and/or Declarant.

**RESERVATION BY DECLARANT OF ROAD EASEMENT**

The Declarant hereby reserves unto himself, Its successors and assigns, all necessary licenses, rights, privileges and easements over, upon, under and across all property, including but not limited to, (1) the right to use the said properties for rights-of-way and casements to erect, install, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, pipes, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, cable, television, sewer, water or other public conveniences or subdivision utilities; (2) the right to cut any trees, bushes or shrubbery, make any gratings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, convenience, safety and appearance; (3) the right to locate thereon wells and pumping stations; (4) the right and easement of ingress and egress for purposes of development and construction; and (5) such other rights as may be reasonably necessary to complete in an orderly and economic manner the development of all present and future phases of **DEER CREEK TRAIL SUBDIVISION**; provided, however, that said reservation and right shall not be considered an obligation of the Declarant to provide or maintain any such utility, development, or service. Declarant also reserves the right to connect with and make use of utility lines, wires, pipes, conduits, cable, television, sewers and drainage and other utility lines which may from time to time be in or along the streets and roads within the property. Finally, the Declarant reserves the right to establish and continue to use any sales offices, signs, or parking spaces located on the property, in its effort to market the development. The easements and rights-of-way herein reserved shall continue in existence in favor of the Declarant until conveyance of all lots or property owned by Declarant within the Deer Creek Trail S/D or future developments of adjoining property also owned by Declarant. After which all property has been conveyed Declarant shall file a written **EXTINGUISHMENT OF BASEMENT** document with the Clerk of the Superior Court, Fannin County, Georgia.

The Declarant herein states that they are owners of additional properties adjoining said Deer Creek Trail Subdivision. Declarant states at some point and time they intend to develop or sale, all or a portion of said property and reserves the right to grant an easement for ingress and egress over the existing Deer Creek Trail S/D roads as shown on the above described plat. They also reserve the right to grant an easement for utilities to the said additional property owned by Declarant. These easements shall not be a mere easement but a right running with title of land and shall be a burden against said same.

**ROAD EASEMENT FOR DEER CREEK TRAIL SUBDIVISION**

It is the express intent of Declarant to grant an easement along the road system within the boundaries of the above mentioned survey for ingress and egress to each Purchaser, their heirs, and assigns, for lots or property within **DEER CREEK TRAIL SUBDIVISION**. It is the express intent of Declarant to reserve for Declarant, Declarant heirs, and

Declarant assigns, an easement for ingress and egress along same roads.

The easement is granted notwithstanding any error or omission in any individual conveyance to a purchaser of a lot or property, by the Declarant, which might fail to expressly grant or reserve such an easement.

**DURATION AND AMENDMENT**

This declaration and the restrictions contained herein shall run with and bind the submitted property for a period of twenty years from and after the date when this declaration is filed for record with the Clerk of the Superior Court of Fannin County, after which time this declaration and the restrictions shall be automatically renewed for successive periods of ten years; provided, however, that after the end of the said twenty year period and during any ten year renewal period (but only during such renewal period), this declaration and the restrictions contained herein may be terminated by an instrument by 2/3 of the lot owners and recorded in the in the Office of the Clerk of the Superior Court, Fannin County, Georgia, or in such other place of recording as may be appropriate at the time of the execution of such instrument.

The Declarants herein specifically reserve the right to make any amendment, modification or changes in the above and foregoing ROAD EASEMENT AND MAINTENANCE AGREEMENT AND RESTRICTIVE COVENANTS FOR DEER CREEK TRAIL SUBDIVISION LOTS 7-18 for a period of five (5) years from the date of filing hereof. The written notice of modification, change or amendment shall be filed in the Office of the Clerk of the Superior Court, Fannin County, Georgia and take effect from the date thereof.

**MISCELLANEOUS**

1. Severability - A determination by a court that any provision hereof is invalid for any reason shall not affect the validity of any other provision hereof.
2. Constructive Notice - Each owner, by his acceptance of a deed or other conveyance of a lot, acknowledges for himself, his heirs, legal representatives, successors and assigns, that he is bound by the provisions of this declaration, including, but not limited to, the easement provisions for all homeowners provided in this document.
3. Binding Effect - This declaration shall be binding upon the undersigned, its heirs, administrators, successors and assigns. Said declaration shall run with the title to the property described above and any subsequent property that is added hereto by amendment.

IN WITNESS WHEREOF, the Declarant has hereunto set their hands and seals as of the day and year first above written.

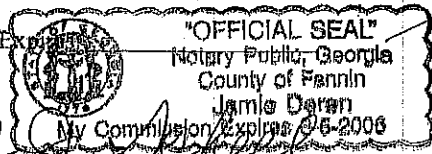
Signed, sealed and delivered in the Presence of:

*Singju Walker*  
Witness

*Dennis R. Barfield*  
DECLARANT - DENNIS R. BARFIELD

*Jamie Deron*  
Notary Public  
My Commission Expires

*Dennis R. Barfield II*  
DECLARANT - DENNIS R. BARFIELD, II

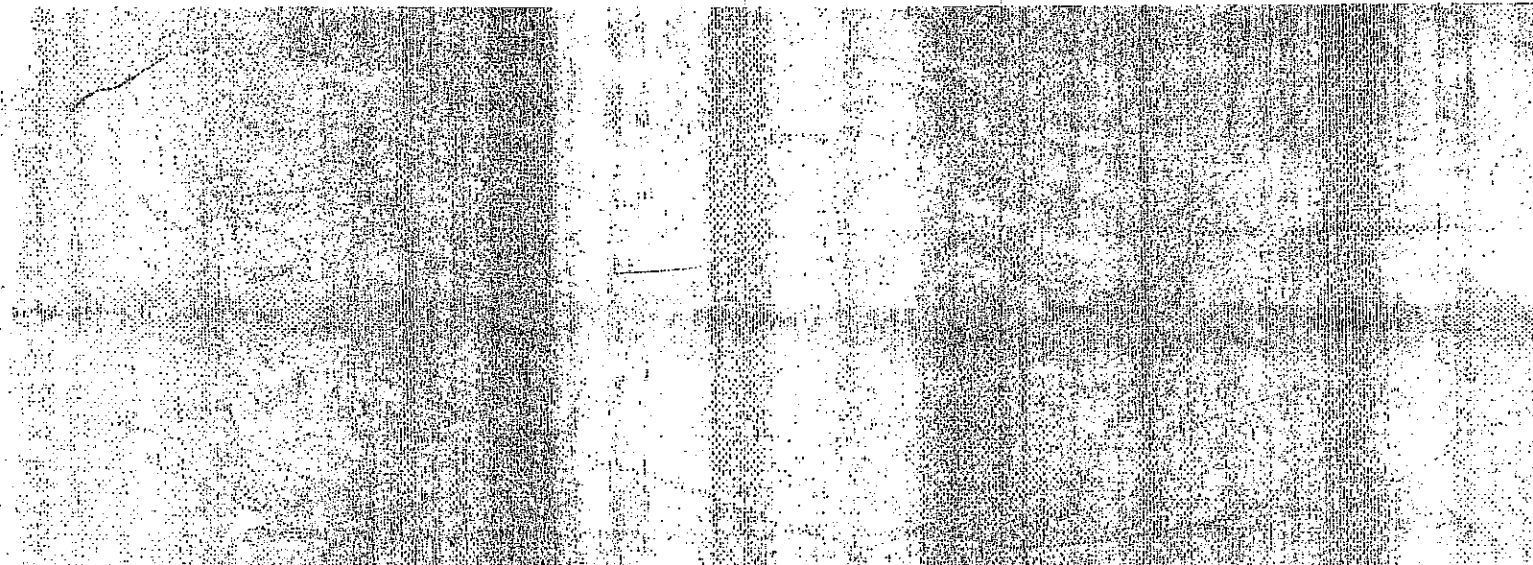
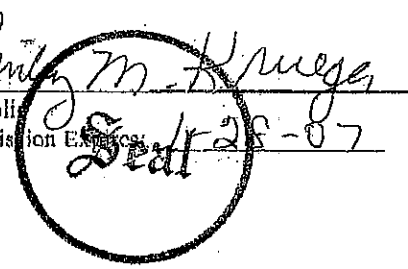


*Carol J. ...*  
Witness

JOSEPH J. SWIDERSKI FAMILY TRUST, JOSEPH J. SWIDERSKI, TRUSTEE

*S. M. ...*  
Notary Public  
My Commission Expires

*Joseph J. Swiderski Trustee*  
DECLARANT - JOSEPH J. SWIDERSKI, TRUSTEE



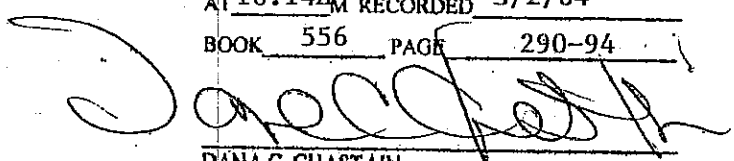
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DENNIS R. BARFIELD  
12875 APPALACHIAN HWY  
MORGANTON, GA 30560

GEORGIA, FANNIN COUNTY  
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BOOK 556 PAGE 290-94



DANA C. CHASTAIN  
CLERK OF SUPERIOR COURT

01781

**ROAD EASEMENT AND MAINTENANCE AGREEMENT**  
**RESTRICTIVE COVENANTS FOR DEER CREEK TRAIL SUBDIVISION**  
**LOTS 7-18**

This ROAD EASEMENT AND MAINTENANCE AGREEMENT AND RESTRICTIVE COVENANTS FOR DEER CREEK TRAIL SUBDIVISION is made this 30th day of Dec, 2003, by the undersigned DENNIS R. BARFIELD, DENNIS R. BARFIELD, II AND JOSEPH J. SWIDERSKI FAMILY TRUST, JOSEPH J. SWIDERSKI, TRUSTEE (hereafter collectively referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the fee simple owner of all that tract or parcel of land lying and being in Fannin County, Georgia, and being more particularly described below with any additional property added hereto by amendment (hereinafter referred to as the "Submitted Property"), said property being:

All that tract or parcel of land lying and being in the 8<sup>th</sup> District and 1<sup>st</sup> Section of Fannin County, Georgia and being part of Land Lot No. 204 & 205 of Fannin County, Georgia, and being described as Lots 7-18 of DEER CREEK TRAIL SUBDIVISION containing a total of 47.818 acres of land, more or less, as shown on plat of survey prepared by Roger L. Owenby 2/12/03 dated 7/9/03 and being recorded in Plat Hanger D-61, Page 1-4, in the Office of the Clerk of the Superior Court, Fannin County, Georgia. Said recorded survey is hereby made a part of the above described property by reference thereto for a more complete description of the above described property.

Said property is conveyed subject to all easements, restrictions, and rights of ways as set forth on said recorded plat or as appearing of record.

The above described property is a portion of the same property conveyed by Warranty Deed dated the 6 day of November recorded in Deed Book 413, Page 64, in the Office of the Clerk of the Superior Court, Fannin County, Georgia.

WHEREAS, Declarant desires to enhance the value and provide for the uniform development of the Subdivision;

NOW, THEREFORE, the Declarant hereby declares that the Submitted Property shall be held, conveyed, encumbered, used, occupied, and improved subject to the following covenants and restrictions, as well as easements and assessments, all of which are in furtherance of a plan for subdivision, improvement and sale of real property and every part thereof. The covenants, restrictions and easements set forth herein shall run with the land and shall be binding on all parties having or acquiring and right, title or interest therein or thereto, and shall, subject to the limitations herein provided, inure to the benefit of each Owner of property, his heirs, successors, and assigns.

1. The exterior of all structures to be constructed on any of said lots shall be completed within nine (9) months from date that construction begins.
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  - A) The primary floor must have either a solid log or stick frame construction with log siding. This structure must maintain a rustic look.
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- 14. Outside signs can be no larger than 12" in length. No more than two (2) signs may be displayed at one time, to the public view on any lot except such signs as comply with the provisions hereof Builders may display such signs as are normally utilized to advertise the property during the construction and sales period. After an Owner closes his purchase on any lot in the subdivision, the only signs permitted on his lot will be: (a) a professionally prepared sign for identification purposes (not more than one square foot in area); and (b) a single sign to rent or sell said lot of a type used by Brokers in the area, with the usual wording, such sign to be no more than four square feet in size. In the event any such sign is unsatisfactory, the sign will be removed. These limitations shall apply to signs of all types, including banners, signs on cloth, paper, cardboard or other materials.
- 15. Any outbuilding built shall have same exterior coverings as main home on lot including but not limited to roof. Main floor may not exceed 800 square feet. Total square feet may not exceed 80% of main dwelling.
- 16. Declaration herein grants, to all owners of the above referenced lots, all necessary easements for all current and future utilities, with said installations contemplated to be, but not required to be, within an area adjacent to the road system shown on the aforementioned plat.
- 17. All tree removal except for house space shall be approved by the Owner / Homeowners Association. Any debris from tree removal or possible storm damage must be removed within seven (7) days. Special situations must be discussed and approved by Owner / Homeowners Association. Excluding new construction tree removal.
- 18. Declarant reserves the right to reject any contract or subcontractors of the Homeowners.
- 19. Portajohn is allowed on the said job site until the dwelling is completed.
- 20. Ground floor is to be no less than 800 square feet and house is to be no less than 1,200 square feet.
- 21. Any grading on Lot purchased within the **DEER CREEK TRAIL SUBDIVISION** shall be approved by the Declarant. Should a lot owner desire to use other than Declarants grading company, a written request should be submitted to Declarant and it will be the sole discretion of Declarant to approve said grading company to conduct the work on said lot.



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ROAD MAINTENANCE ASSESSMENTS

Personal Obligation of Assessments: Claim of Lien: All purchasers of Lots within **DEER CREEK TRAIL SUBDIVISION**, by acceptance of a deed therefor, whether or not is shall be so expressed in such deed, are deemed to covenant and agree to pay to an Association or group of lot owners formed for the purpose of administering said funds, (1) Annual assessments or charges for regular road maintenance within **DEER CREEK TRAIL SUBDIVISION**; and (2) special assessments for emergency repairs to said roads within **DEER CREEK TRAIL SUBDIVISION**, these assessments to be established by:

\* Declarant remains void of these charges.\*

1. For annual assessments for regular road maintenance: The Owners (by a majority vote) shall pro-ratan estimated budget (to begin at \$200.00 per year in 2003) for said maintenance among all owners of lots in **DEER CREEK TRAIL SUBDIVISION** (one share per lot owned). Each lot's owner(s) shall then be responsible for this pro-rated amount, to be paid prior to January 1 of the year of the assessment.
2. By a majority vote of all lot owners, special assessments for emergency repairs or upgrades to said road shall be established with each lot owner responsible for a pro-rata share of said approved emergency assessment (one share per lot owned).

The annual and special assessments, together with interest and costas of collection including reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property or Lot against which each such assessment is made. Each such assessment, together with interest, costs of collection, 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 such delinquent assessments shall also pass to his successors in title, provided a claim of lien has been recorded in the Public Records of Fannin County giving notice to all persons that a claim of lien upon the Lot is being asserted, prior to the conveyance of title to the Lot. Said claim of lien shall state the description of the residence, the name of the record Owner thereof, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien have been fully paid. Such claims of lien shall be signed and verified by 1) an officer of the Homeowners' Association (if said Association has been established) or 2) by a representative of a majority of the lot owners in **DEER CREEK TRAIL SUBDIVISION**. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien, said satisfaction being executed either 1) by the record individual filing the lien, 2) an officer of the Homeowners' Association (if said Association has been established) or 3) by signatures indicating a majority of all lot owners. Liens for assessment may be foreclosed by suit brought in the name of the Homeowners' Association in like manner as a foreclosure of a mortgage on real property. Assessments shall not apply to the Developer and/or Declarant.

RESERVATION BY DECLARANT OF ROAD EASEMENT

The Declarant hereby reserves unto himself, Its successors and assigns, all necessary licenses, rights, privileges and easements over, upon, under and across all property, including but not limited to, (1) the right to use the said properties for rights-of-way and casements to erect, install, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, pipes, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, cable, television, sewer, water or other public conveniences or subdivision utilities; (2) the right to cut any trees, bushes or shrubbery, make any gratings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, convenience, safety and appearance; (3) the right to locate thereon wells and pumping stations; (4) the right and easement of ingress and egress for purposes of development and construction; and (5) such other rights as may be reasonably necessary to complete in an orderly and economic manner the development of all present and future phases of **DEER CREEK TRAIL SUBDIVISION**; provided, however, that said reservation and right shall not be considered an obligation of the Declarant to provide or maintain any such utility, development, or service. Declarant also reserves the right to connect with and make use of utility lines, wires, pipes, conduits, cable, television, sewers and drainage and other utility lines which may from time to time be in or along the streets and roads within the property. Finally, the Declarant reserves the right to establish and continue to use any sales offices, signs, or parking spaces located on the property, in its effort to market the development. The easements and rights-of-way herein reserved shall continue in existence in favor of the Declarant until conveyance of all lots or property owned by Declarant within the Deer Creek Trail S/D or future developments of adjoining property also owned by Declarant. After which all property has been conveyed Declarant shall file a written **EXTINGUISHMENT OF EASEMENT** document with the Clerk of the Superior Court, Fannin County, Georgia.

The Declarant herein states that they are owners of additional properties adjoining said Deer Creek Trail Subdivision. Declarant states at some point and time they intend to develop or sale, all or a portion of said property and reserves the right to grant an easement for ingress and egress over the existing Deer Creek Trail S/D roads as shown on the above described plat. They also reserve the right to grant an easement for utilities to the said additional property owned by Declarant. These easements shall not be a mere easement but a right running with title of land and shall be a burden against said same.

ROAD EASEMENT FOR DEER CREEK TRAIL SUBDIVISION

It is the express intent of Declarant to grant an easement along the road system within the boundaries of the above mentioned survey for ingress and egress to each Purchaser, their heirs, and assigns, for lots or property within **DEER CREEK TRAIL SUBDIVISION**. It is the express intent of Declarant to reserve for Declarant, Declarant heirs, and

Personal Obligation of Assessments: Claim of Lien: All purchasers of Lots within **DEER CREEK TRAIL SUBDIVISION**, by acceptance of a deed therefor, whether or not is shall be so expressed in such deed, are deemed to covenant and agree to pay to an Association or group of lot owners formed for the purpose of administering said funds, (1) Annual assessments or charges for regular road maintenance within **DEER CREEK TRAIL SUBDIVISION**; and (2) special assessments for emergency repairs to said roads within **DEER CREEK TRAIL SUBDIVISION**, these assessments to be established by:

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**ROAD EASEMENT FOR DEER CREEK TRAIL SUBDIVISION**

It is the express intent of Declarant to grant an easement along the road system within the boundaries of the above mentioned survey for ingress and egress to each Purchaser, their heirs, and assigns, for lots or property within **DEER CREEK TRAIL SUBDIVISION**. It is the express intent of Declarant to reserve for Declarant, Declarant heirs, and

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Declarant assigns, an easement for ingress and egress along same roads.

The easement is granted notwithstanding any error or omission in any individual conveyance to a purchaser of a lot or property, by the Declarant, which might fail to expressly grant or reserve such an easement.

DURATION AND AMENDMENT

This declaration and the restrictions contained herein shall run with and bind the submitted property for a period of twenty years from and after the date when this declaration is filed for record with the Clerk of the Superior Court of Fannin County, after which time this declaration and the restrictions shall be automatically renewed for successive periods of ten years; provided, however, that after the end of the said twenty year period and during any ten year renewal period (but only during such renewal period), this declaration and the restrictions contained herein may be terminated by an instrument by 2/3 of the lot owners and recorded in the in the Office of the Clerk of the Superior Court, Fannin County, Georgia, or in such other place of recording as may be appropriate at the time of the execution of such instrument.

The Declarants herein specifically reserve the right to make any amendment, modification or changes in the above and foregoing ROAD EASEMENT AND MAINTENANCE AGREEMENT AND RESTRICTIVE COVENANTS FOR DEER CREEK TRAIL SUBDIVISION LOTS 1-6 for a period of five (5) years from the date of filing hereof. The written notice of modification, change or amendment shall be filed in the Office of the Clerk of the Superior Court, Fannin County, Georgia and take effect from the date thereof.

MISCELLANEOUS

1. Severability - A determination by a court that any provision hereof is invalid for any reason shall not affect the validity of any other provision hereof.
2. Constructive Notice - Each owner, by his acceptance of a deed or other conveyance of a lot, acknowledges for himself, his heirs, legal representatives, successors and assigns, that he is bound by the provisions of this declaration, including, but not limited to, the easement provisions for all homeowners provided in this document.
3. Binding Effect - This declaration shall be binding upon the undersigned, his heirs, administrators, successors and assigns. Said declaration shall run with the title to the property described above and any subsequent property that is added hereto by amendment.

IN WITNESS WHEREOF, the Declarant has hereunto set their hands and seals as of the day and year first above written.

Signed, sealed and delivered in the Presence of:

Angie Walker  
Witness

Dennis R Barfield  
DECLARANT - DENNIS R. BARFIELD

Jamie Deren  
Notary Public  
My Commission Expires

Dennis R Barfield  
DECLARANT - DENNIS R. BARFIELD, II

Carol J. Swiderski  
Witness  
"OFFICIAL SEAL"  
Notary Public, Georgia  
County of Fannin  
Jamie Deren  
My Commission Expires 8-8-2006

JOSEPH J. SWIDERSKI FAMILY TRUST, JOSEPH J. SWIDERSKI, TRUSTEE

Shirley M. Krueger  
Notary Public  
My Commission Expires: 1-28-07

Joseph J. Swiderski  
DECLARANT - JOSEPH J. SWIDERSKI, TRUSTEE

