



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.

Return to:
Clark & Clark
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84 River Street/P.O. Box 11
Ellijay, GA 30540

GEORGIA, Gilmer County
Clerk of Superior Court

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Book 847 Page 176

Colinda Sue Johnson
Clerk of Superior Court

Declaration of Covenants, Conditions and Restrictions for Dover Highlands Subdivision

State of Georgia
County of Gilmer

This Declaration is made effective the 14th day of March, 2002, by Appalachian Exchange Co., Inc., a Georgia corporation ("Grantor"), as owner of a unique community known as "Dover Highlands Subdivision" and being more fully described in Exhibit "A". The purpose of this Declaration is to perpetuate the residential environment for the benefit of all who acquire property therein.

Whereas, Grantor seeks to develop this property in a manner which insures the full enjoyment of the natural advantages of the area for all who acquire property therein. Firm, but necessary, constraints will be used to maintain the integrity of the project. Grantor believes that this fundamental concept can serve the interests of those who become such owners by fostering a beneficial land use which retains the unique character of the land and creates an atmosphere enriching the spirit of its participants.

Witnesseth:

Grantor hereby declares that all that portion of the real property described in Exhibit "A" hereto shall be held, sold and conveyed subject to the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220 et. seq., and the following easements, restrictions, covenants and conditions, which are imposed for the purpose of protecting the value and desirability of, and which shall run with, said real property and be binding on all parties having any right, title or interest therein, or any part thereof, their heirs, successors, administrators and assigns, and shall inure to the benefit of each Owner thereof.

Grantor hereby declares that the Lots of Dover Highlands Subdivision shall be held, conveyed and encumbered subject to the following easements, covenants, conditions and restrictions set forth herein.

1. No Lot, or its configuration, as originally sold and conveyed by Declarant, shall be thereafter altered in size or configuration, or subdivided, by any parcel owner into less than 2.5 acres and unless such configuration is approved by the Gilmer County Planning Commission or its successor.
2. Each Lot shall be used exclusively for single-family residential purposes only.
3. There shall only be one single-family residence per Lot.
4. Each single family residence must contain a minimum of 1000 square feet of heated floor space.
5. Each single family residence must be constructed with a wood, stone or brick exterior only, cannot have any shiny metal roof or white shingles, and its exterior

colors must be earth tone only.

6. All outbuildings must match the main dwelling both architecturally and in color.
7. No galvanized chain link fences.
8. No unlicensed or non-operational vehicles shall be maintained on any Lot.
9. No noxious, offensive or illegal activity shall be carried on upon any Lot, nor shall anything be done or placed thereon which may be reasonably considered to be or become a nuisance, disturbance, or annoyance, or cause unreasonable embarrassment to other Owners in the enjoyment of their Lots.
10. No pre-manufactured or mobile homes may be placed on any Lot.
11. Except for delays caused by strikes, fires, national emergencies, critical materials shortages or other intervening forces beyond the control of the Owner, the construction of a house must be completed within twelve months from the date the construction is commenced.
12. No farm animals, other than horses, shall be maintained upon any Lot and there shall be a minimum of 2.5 acres per horse.
13. Recreational camping is limited to fourteen consecutive days in any calendar year.

Ingress and Egress and Utility Easement

Declarant herein grants to all owners of Lots within Dover Highlands Subdivision, a permanent and perpetual non-exclusive sixty foot (60') easement over and across Dover Falls Trail, and a permanent and perpetual non-exclusive fifty foot (50') easement over and across Dover Highlands Trail, Hickory Trail, White Pine Trail and Shady Pine Trail and other yet unnamed future roads lying within the subdivision or any property added hereto by annexation, for the purpose of ingress and egress and the installation of utilities to access and serve the Lots of the owners.

Disclosure of Private Roads

The streets lying within Dover Highlands Subdivision are private in ownership and do not currently and will not ever meet the requirements applicable to converting the roads from private ownership and maintenance to public ownership and maintenance. The responsibility for the upkeep and maintenance of the streets shown on the recorded plat are the responsibility of the individual property owners and not Gilmer County.

Road Maintenance and Assessments

All purchasers of Lots within Dover Highlands Subdivision, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, are deemed to covenant and agree to pay their equal per lot pro rata share for upkeep and maintenance of the ingress and egress easement and road ways to not less than Gilmer County road standards.

Annual assessments for regular road maintenance and special assessments for emergency repairs or upgrades shall be determined by the Dover Property Owners' Association, Inc. only upon the recommendation of the Board followed by being submitted to and approved by the Association at an annual or special meeting called for the purposes of amending this Declaration. All notice and voting requirements, as set forth in the Bylaws of the Association, must be followed; provided that any provision of this Declaration calling for the approval or consent by such a percentage greater than the percentage required in the Bylaws may be amended, insofar as it specifies such a greater percentage, only by a duly recorded amendment executed by such greater percentage of the holders of such votes established, with each lot owner responsibility for a pro rata share of said approved emergency assessment (one share per lot owned).

The per lot pro rata share, together with interest at twelve percent (12%) per annum and costs of collection including reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such share 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 Gilmer 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 property, the name of the recorded 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 an officer of Dover Property Owners' Association, Inc.. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien.

Duration

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 Gilmer County, after which time this declaration and the restrictions shall be automatically renewed for successive periods of ten year; 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 executed by 2/3 of the Lot owners and recorded in the Office of the Clerk of Superior Court of Gilmer County, Georgia, or in such other place of recording as may be appropriate at the time of the execution of such instrument.

Association Membership and Voting Rights

Owners shall, upon closing of the acquisition of any Lot, become full voting Members of the Dover Property Owner's Association, Inc. There shall be one voting membership in Dover Property Owner's Association, Inc. per Lot, whether or not such Lot is improved. The person entitled to cast the vote shall be designated in writing, which designation shall be signed by all of the record Owners of the Lot, or, in the case of a corporation, by the officers authorized to sign on behalf of the corporation, and filed with the Association.

Members shall be entitled to one equal vote for each Lot owned. When more than one Person holds an ownership interest in any Lot, the vote for such Lot shall be exercised as those Owners determine among themselves and advise the Dover Property Owners' Association, Inc. prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended in the event more than one Person seeks to exercise it.

Release Date

Release Date shall mean such time as Grantor sells 75 percent of the total number of Lots subject to this Declaration, as currently existing or may hereafter be added by annexation hereto, to individual Owners other than developers or other commercial builders, for single family residential purposes.

Amendment

Until the Release Date, this Declaration may be amended at any time and from time to time by a document executed solely by Grantor. Thereafter, this Declaration may be amended at any time and from time to time by a document signed by the authorized representatives of the Dover Property Owners' Association, Inc. and recorded in the Public Records of Gilmer County, Georgia. Such amendment must be based on a recommendation of the Board submitted to and approved by the Association at an annual or special meeting called for the purposes of amending this Declaration. All notice and voting requirements, as set forth in the Bylaws of the Association, must be followed; provided that any provision of this Declaration calling for the approval or consent by such a percentage greater than the percentage required in the Bylaws may be amended, insofar as it specifies such a greater percentage, only by a duly recorded amendment executed by such greater percentage of the holders of such votes.

Annexation

Until the Release Date, additional property and common area may from time to time be annexed to the real property then subject to this Declaration by a document executed solely by Grantor. Thereafter, this Declaration may be amended at any time and from time to time by a document signed by the authorized representatives of the Dover Property Owners' Association, Inc. and recorded in the Public Records of Gilmer County, Georgia. Such amendment must be based on a recommendation of the Board submitted to and approved by the Association at an annual or special meeting called for the purposes of amending this Declaration. All notice and voting requirements, as set forth in the Bylaws of the Association, must be followed; provided that any provision of this Declaration calling for the approval or consent by such a percentage greater than the percentage required in the Bylaws may be amended, insofar as it specifies such a greater percentage, only by a duly recorded amendment executed by such greater percentage of the holders of such votes.

Such annexation shall be effective upon the recording in the Public Records of a Notice of Annexation containing a reference to this Declaration, which reference shall state the date of recording thereof and the instrument number of this Declaration as recorded and a statement that the provisions of this Declaration shall apply to the annexed territory. Thereupon, the covenants, conditions, restrictions and reservations contained in this Declaration shall apply to the annexed land in the same manner as if it were originally covered by this Declaration; and thereafter, the rights, powers and responsibilities of the parties subject to this Declaration with respect to the annexed land shall be the same as with respect to the original land, and the rights, privileges, duties and liabilities of the Owners of all Lots within the annexed land shall be the same as in the case of the original land.

Such additional property may be used for residential development, recreational use, or any other use which the Grantor may deem to be proper for such property.

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 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 lot owners 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 its hand and seal the day and year first above written.

[Signature]
Witness

Appalachian Exchange Co., Inc.

By: [Signature] (Seal)
Clayton M. Lyons, III
President

Attest: [Signature] (Seal)
Mary D. Hansen
Secretary

[Signature]
Notary Public



(Corporate Seal)

This instrument prepared by
Clark & Clark
Attorneys at Law, P.C.
84 River Street/P.O. Box 11
Ellijay, GA 30540

Exhibit "A"

All those certain lots, tracts or parcels of real property, comprising and being known as Dover Highlands Subdivision, as shown on the plat of subdivision prepared by Joel Jordan, Georgia Registered Land Surveyor No. 2430, dated March 1, 2002 and recorded in Plat Book 38, pages 112-114 in the office of the Clerk of Superior Court of Gilmer County, as may be updated or amended from time to time.