



## 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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STATE OF GEORGIA  
COUNTY OF FANNIN

2574

GEORGIA, FANNIN COUNTY  
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DECLARATION OF HOMEOWNERS' ASSOCIATION  
FOR HEMPTOWN HEIGHTS SUBDIVISION

DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR HEMPTOWN HEIGHTS SUBDIVISION

COMMUNITY WATER SYSTEM EASEMENT AND CONDITIONS

This DECLARATION OF HOMEOWNERS' ASSOCIATION FOR HEMPTOWN HEIGHTS SUBDIVISION, DECLARATION OF COVENANTS AND RESTRICTIONS FOR HEMPTOWN HEIGHTS SUBDIVISION, and COMMUNITY WATER SYSTEM EASEMENT AND CONDITIONS, is made this 25<sup>th</sup> day of APRIL, 1997, by HEMPTOWN HEIGHTS DEVELOPMENT, CORP. (hereafter referred to as "Developer" and "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, said property being:

All that tract or parcel of land lying and being in the 8th District and 1st Section of Fannin County, Georgia, and being a part of Land Lot Nos. 259, 260, 281 and 282 and being more particularly described as 56.4 acres of land, as shown on a survey and plat dated the 24th day of October, 1975, prepared by Hubert Lovell, G.R.L.S. No. 1533, said plat being recorded in Plat Book 8, page 184, in the office of the Clerk of Superior Court for Fannin County. Said recorded plat is hereby made a part of this deed by reference thereto for a more complete description of the above described property.

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

NOW, THEREFORE, the Declarant hereby declares that the Submitted Property shall be held, conveyed, encumbered, used, occupied, and improved subject to this DECLARATION OF HOMEOWNERS' ASSOCIATION FOR HEMPTOWN HEIGHTS SUBDIVISION, DECLARATION OF COVENANTS AND RESTRICTIONS FOR HEMPTOWN HEIGHTS SUBDIVISION, and COMMUNITY WATER SYSTEM EASEMENT AND CONDITIONS, all of which are in furtherance of a plan for improvement 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 any right, title or interest therein or thereto, and shall, subject to the limitations herein provided, inure to the benefit of each "Owner" (as hereinafter defined), his heirs, successors, and assigns.

DECLARATION OF HOMEOWNERS' ASSOCIATION FOR  
HEMPTOWN HEIGHTS SUBDIVISION

The following words, when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Homeowners' Association" or "Association" shall mean and refer to Hemptown Heights Homeowners' Association, Corp.
- (b) "Properties" shall mean and refer to all such properties delineated as Hemptown Heights subdivision.
- (c) "Common Properties" shall mean and refer to the portions of the Properties described as "common area(s)," "common drive(s)," or as "street(s)," "road(s)," "walkway(s)," "pathway(s)," "pond access," "dock(s)," "parking area(s)," "utility service area(s)," "park(s)," and shall include, but not be limited to, all parts of the Properties conveyed by the Developer to the Homeowners' Association.

(d) "Unit" or "Lot" shall mean and refer to any Lot shown on a plat of all, or part, of Hemptown Heights Subdivision as now or hereafter recorded on the public records of Fannin County, Georgia.

(e) "Developer" shall mean and refer to Hemptown Heights Development, Corp., its successors and assigns.

(f) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Properties, including the Developer with respect to any unsold Lot, but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(g) "Member" shall mean and refer to all those Owners who are members of the Homeowners' Association as provided below.

#### Section 1: Membership and Voting Rights in the Association

Every person or entity who is a record Owner of a fee or undivided fee interest in any unit or Lot shall be a Member of the Homeowners' Association, provided that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a Member. If two or more Lots (or portions thereof) are combined so as to serve as a residence Lot for one residence, said combined Lots shall be treated as one Lot for membership purposes. Developer shall not be required to pay dues or assessments on unsold Lots.

Such membership shall terminate and pass with conveyance or transfer of title to such Lot, and upon the terms and conditions set forth herein below.

#### Section 2: Voting Rights

The Homeowners' Association shall have two classes of voting membership:

A. Class A: Class A members shall be all those Owners as defined in Section 1 with the exception of the Developer. Class A Members shall be entitled to one vote per Lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

B. Class B: The Class B Members shall be the Developer. The Class B Member shall be entitled to 4 votes for each Lot owned by the Developer.

The Class B membership shall cease and become converted to Class A membership and entitled to vote as such on the happening of any of the following events, whichever occurs earlier:

1. When the total votes outstanding in the Class A membership exceeds the total votes outstanding in the Class B membership; or
2. At the expiration of ten (10) years after the date of recording of this Declaration.

From and after the happening of these events, whichever occurs earlier, the Class B Member shall be deemed to be a Class A member entitled to one vote for each Lot in which it holds the interests required for membership under Section 1.

Anything in this Declaration, the Homeowners Association Articles of Incorporation of By-laws to the contrary notwithstanding, for as long as Developer is the Owner of twenty-five percent (25%) or more of the Lots developed or intended to be developed within the properties, no vote, decision, or action which requires the approval or a vote of a majority or more of the Members of the Homeowners' Association voting on said matter, irrespective of class, shall be effective or implemented until Developer has approved of or consented to same in writing directed to the Board of Directors of the Homeowners' Association.

Section 3: Declaration Superiority

Neither the Articles of Incorporation nor the by-laws shall, for any reason, be inconsistent with this Declaration. In the event of any such inconsistency, the provisions of this Declaration shall prevail.

Section 4: Duties of the Association

The Homeowners' Association shall, in addition to such obligations, duties and functions as are assigned to it by other provisions of this Declaration, have the obligations, duties and functions (subject to the provisions of this Declaration), to do and perform each and every one of the following for the benefit of the Owners and for the maintenance, administration and improvement of the Properties:

- a. Lands All real estate encompassed in the above legal description is subject to the membership requirements set forth herein and in the by-laws.
- b. Enforcement To take such action, whether or not expressly authorized herein or in any governing instrument, as may be reasonably necessary to enforce the restrictions, limitations, covenants, affirmative obligations, conditions and other provisions of this Declaration, and of the Articles of Incorporation and by-laws.
- c. Operation and Maintenance of Common Property To own, operate, maintain and otherwise manage or provide for the operation, maintenance and management of the Common Property, together with all easements for operation and maintenance purposes and for the benefit of the Homeowners' Association or its Members over and within the Common Properties; to keep all improvements of whatever kind and for whatever purpose from time to time located thereon in good order, condition and repair; and to maintain any parking areas and streets free and clear from obstructions and in a safe condition for vehicular use at all times.  
  
The Homeowners' Association shall maintain and repair the road system within the subdivision.
- d. Water and other Utilities Acquire, provide and/or pay for water, sewer, garbage disposal, electrical, telephone and gas, cable television, and any other necessary utility services for the Common Properties. Negotiate on an annual basis (or less frequently as voted on by a majority of property Owners), after the initiation of the first contract by the developer, the water provider contract to service, maintain, and operate the community water system. Said negotiation shall include the authority to authorize monthly rates to be paid by members and/or the authority to implement a metering system to accommodate individualized billing based on actual water usage.
- e. Taxes and Assessments To pay all real and personal property taxes and assessments, if any, separately levied upon or assessed against the Homeowners' Association and/or any property owned by the Homeowners' Association. Such taxes and assessments may be contested or compromised by the Homeowners' Association; provided, however, that they are paid or a bond insuring the payment is posted prior to the sale or other disposition of any property to satisfy the payment of such taxes.
- f. Dedication for Public Use To promptly dedicate such streets, roads and drives and such water, sewer, or other utility lines or facilities and appropriate easements as may be specified by Developer or the Homeowners' Association to such municipalities, utility companies, political subdivisions, public authorities, or similar agencies or bodies as may be designated by Developer or the Homeowners' Association.
- g. Insurance To obtain and maintain insurance as provided for by the by-laws or this Declaration.
- h. Rule Making To make, establish, promulgate, amend or repeal any rules and regulations as may be deemed necessary by the Homeowners' Association.
- i. Enforcement of Restrictions and Rules To perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably necessary or appropriate to enforce or effectuate any of the provisions of this declaration and the rules and regulations of the Homeowners' Association.

Section 5: Powers and Authority of the Homeowners' Association

The Homeowners' Association shall have all the powers of a nonprofit corporation organized under the laws of the State of Georgia, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles of Incorporation, the by-laws, or this Declaration. The Homeowners' Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Homeowners' Association under this Declaration, the Articles of Incorporation and the by-laws, and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Homeowners Association including the following which are listed without intent to limit the foregoing articulation:

- a. Assessments To levy assessments on the Owners of Lots and to enforce payment of such assessments, all in accordance with the provisions of this Declaration.
- b. Right of Enforcement In its own name, on its own behalf or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of any provision of this Declaration and the rules and regulations promulgated by the Homeowners' Association, and to enforce, by mandatory injunction or otherwise, all of the provisions thereof.
- c. Easements and Rights-of-Way To grant and convey to any third party easements and rights-of-way in, on, over, and under the Common Properties and any private streets located thereon for the purposes of constructing, erecting, operating or maintaining thereon, therein, or thereunder, (1) overhead or underground lines, cables, wires, conduits or other devices for the transmission of electricity and for lighting, heating, power, telephone, community television, radio and audio and antenna facilities and for other appropriate purposes; (2) public sewers, storm water drains and pipes, water systems, sprinkler systems, water, heating and gas lines or pipes; and (3) any similar public or quasi-public improvements or facilities.
- d. Right of Entry Without liability to any Owner, to cause its agents, independent contractors and employees, after notice, to enter upon any Lot or the exterior of any residence for the purpose of enforcing any and all of the provisions of this Declaration, for the purpose of maintain and repairing such Lot or residence if for any reason whatsoever the Owner thereof fails to maintain it in good condition and repair and so as to present an attractive exterior appearance as required by the Restrictive Covenants below.
- e. Maintenance and Repair Contracts To contract and pay for, or otherwise provide for, the maintenance, restoration, and repair of all improvements of whatsoever kind and for whatsoever purpose from time to time located upon or within the Common Properties, including the road system and water system.
- f. Insurance To obtain, maintain and pay for such insurance policies or bonds, whether or not required by provision of this Declaration or the by-laws, as the Homeowners' Association may deem to be appropriate for the protection or benefit of the Homeowners' Association, the Members of the Board, Owners, their tenants or guests, including but not by way of limitation, fire and extended coverage insurance covering the Common Properties, liability insurance, war risk insurance, boiler insurance, workmen's compensation insurance, malicious mischief insurance, automobile non-ownership insurance, and performance and fidelity bonds.
- g. Utility Service To contract and pay for, or otherwise apply for, any necessary utility services including, but without limitation, water (including the contract for the community water system), sewer, garbage, electrical, telephone, cable television and gas services for the benefit of the Homeowners' Association.
- h. Professional Services To contract and pay for, or otherwise provide for, any necessary services of architects, engineers, attorneys, certified public accountants, and such other professional and non-professional services as the Homeowners' Association deems necessary.
- i. Street Maintenance To contract and pay for, or otherwise provide for, the construction, reconstruction, repair, replacement, or refinishing of any streets, roads,

drives, parking areas, or other paved areas upon any portion of the Common Properties not dedicated to any governmental unit.

j. Protective Services To contract and pay for or otherwise provide for fire, security, and other such protective services as the Homeowners' Association shall from time to time deem appropriate or the benefit of the development, the Owners, their tenants and guests.

k. General Contracts To contract and pay for, or otherwise provide such materials, supplies, furniture, equipment, and labor as and to the extent the Homeowners' Association deems necessary.

m. Liens To pay and to discharge any and all liens from time to time placed or imposed upon any Common Property on account of any work done or performed by or on behalf of the Homeowners' Association in the fulfillment of any of its obligations and duties of ownership, maintenance, repair, operation or administration.

#### Section 6: Property Rights in Common Properties

A. Members' Easements of Enjoyment: Every member shall have a nonexclusive right, license, privilege, and easement of enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title to every Lot. In addition, the Developer does hereby grant unto the Owners of each Lot in the properties a nonexclusive easement in perpetuity for ingress and egress over and across the streets, roads and walks in the Common Properties for all lawful purposes.

B. Title to Common Properties: The Developer shall convey to the Homeowners' Association legal title to the Common Properties, subject, however, to the following covenant which shall be deemed to run with the land and shall be binding upon the Homeowners' Association, its successors and assigns:

In order to preserve and enhance the property values and amenities of the development, the Common Properties and all facilities now or hereafter built or installed thereon shall at all times be maintained in good repair and condition and shall be operated in accordance with high standards. The maintenance and repair of the Common Properties shall include, but not be limited to, the repair of damage to roadways, walkways, docks, outdoor lighting, fences, and landscape maintenance.

C. Extent of Members' Easements: The rights and easements of enjoyment created hereby shall be subject to the following:

- a. The right of the Homeowners' Association, in accordance with its Articles and by-laws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties.
- b. The right of the Homeowners' Association to take such steps as are reasonably necessary to protect the Common Properties against foreclosure.
- c. The right of the Homeowners' Association, as provided in its Articles and by-laws, to suspend the enjoyment right of any Member, except as to ingress and egress to and from such Member's Lot, for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations.
- d. The right of the Homeowners' Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for the installation, maintenance, and inspection of lines and appurtenances for public and private water, sewer, drainage, cable television, telephone, electricity, gas and other utilities, and for completion of the development. No such dedication or transfer shall be effective unless an instrument signed by Members entitled to cast two thirds (2/3) of the votes irrespective of class of membership has been recorded, agreeing to such dedication, and unless written notice of the proposed agreement and action thereunder is sent to every member at least thirty (30) days in advance of any action taken.
- e. The right of the holder of a mortgage encumbering the Common Properties, upon foreclosure or proceeding in lieu of foreclosure, to enter upon and take possession of the

Common Properties, for the purpose of operating, administering and maintaining said Common Properties for the use and benefit of all Owners of Lots within the Properties, subject to the terms, conditions and provisions of this Declaration.

D. Easement Reserved Unto Developer Over Common Property: The Developer hereby reserves unto himself, his successors and assigns, all necessary licenses, rights, privileges and easements over, upon, under and across all Common Property, including but not limited to, (1) the right to use the said properties for rights-of-way and easements 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 gradings 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 Hemptown Heights; provided, however, that said reservation and right shall not be considered an obligation of the Developer to provide or maintain any such utility, development, or service. Developer also reserves the right to connect with and make use of the 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 Common Properties. Finally, the developer reserves the right to establish and continue to use any sales offices, signs, or parking spaces located on the Common Properties in its effort to market the development. The easements and rights-of-way herein reserved shall continue in existence in favor of the Developer after conveyance of Common Properties to the Homeowners' Association and Lot to an Owner until such time as such rights are specifically and expressly relinquished by Developer by reference to this provision. This paragraph may not be amended without the consent of the Developer.

E. Transfer of Easement by Developer: The Developer hereby covenants, for himself, his heirs, successors and assigns, that he will transfer the easements, licenses, rights and privileges reserved in this Declaration by Developer to the Homeowners' Association upon the sooner of 10 years from the date hereof or the sale by Developer of the last Lot held for sale in the ordinary course of business by Developer in any and all phases of he development.

#### Section 7: Covenant for Maintenance Assessments

A. Personal Obligation of Assessments: Claim of Lien: Each owner of any Lot (with the exception of the Developer) by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Homeowners' Association: (1) Annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest and costs 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 the Homeowners' Association has caused a claim of lien to be recorded in the Public Records of Fannin County giving notice to all persons that the Homeowners' Association is asserting a claim of lien upon the Lot 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 and officer of the Homeowners' Association or by a managing agent of the Homeowners' Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. 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. In such foreclosure, the Owner of a residence shall be required to pay a reasonable rental for the residence and the Homeowners' Association shall be entitled, as a matter of law, to the appointment of a receiver to collect the same.

B. Purpose of assessments: The assessments levied by the Homeowners' Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties, and in particular for the improvement and maintenance of properties,

services, and facilities devoted to the purpose and related to the use and enjoyment of the Common Properties and of the Lots situated upon the Properties, including but not limited to:

1. Payment of operating expenses of said Homeowners' Association;
2. Lighting, improvement, maintenance and beautification of access ways and easement areas, and the acquisition, maintenance, repair and replacement of directional markers and signs and traffic control devices, and cost of controlling and regulating traffic on the access ways, which are the responsibility of the Homeowners' Association;
3. Maintenance, improvement, and operation of drainage easements and systems;
4. Management, maintenance, improvement and beautification of streets, lakes, ponds, buffer strips, and recreation areas and facilities;
5. Garbage collection and trash and rubbish removal; but only when and to the extent specifically authorized by said Homeowners' Association;
6. Providing police protection, night watchmen, guard and gate services, but only when and to the extent specifically authorized by said Homeowners' Association;
7. Doing any other thing necessary or desirable, in the judgment of said Homeowners' Association, to keep the community neat and attractive or to preserve or enhance the value of the Properties therein, or to eliminate fire, health or safety hazards, or, which in the judgment of said Homeowners' Association, may be of general benefit to the Owners or occupants of lands included in the Properties.

C. Annual Assessments and Initial Assessment

Until the year beginning January 1, 1998, the annual assessment shall be \$360.00 per Lot, payable on the first day of each year. This annual assessment shall be prorated in the year of initial purchase. In addition to the Annual Assessment, an initial assessment in the amount of \$200.00 shall be due upon the closing of the sale of a Lot by the Developer to a purchaser. The funds produced by such assessments shall be for working capital of the Homeowners' Association. The annual and initial assessment shall be paid directly to the Homeowners' Association, or, in the event the Association is not yet activated, to the Developer to be held in accordance with the above provisions.

D. Increase of Assessments The Board of Directors of the Homeowners' Association shall annually, and on the 1st of each year, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment in advance for each year. Any new annual assessment exceeding one hundred twenty percent (120%) of the assessment for the previous year shall have the approval of two-thirds (2/3) of the votes of Class A Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance of the meeting and which notice shall set forth the purpose of the meeting.

E. Special Assessments for Capital Improvements In addition to the annual assessments authorized by the above section, the Homeowners' Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance, and shall set forth the purpose of the meeting.

F. Quorum and Notice for any action as set forth in "Increase of Assessments" and "Special Assessments for Capital Improvements" Written notice of any meeting called for the purpose of taking any action authorized in this Section shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of Members in person or by proxy entitled to cast a majority of all the votes of each class of membership shall constitute a quorum.

G. Uniform rate of assessment Both annual and special assessments must be fixed at a uniform rate for all Lots, and shall be collected on an annual basis.



H. Certificate of Payment The Homeowners' Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing and in recordable form, signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

I. Effect of Nonpayment of Assessment; Personal Obligation; the Lien; Remedies of the Association If the assessments are not paid on or before fifteen (15) days after the date when due, then such assessment shall become delinquent and shall, together with interest thereon and costs of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns.

If the Annual assessment is not paid within thirty (30) days after the date when due, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum. The Homeowners' Association may bring an action of law against the Owner personally obligated to pay the same, or to foreclose the lien against the property, in the same manner as foreclosure of a mortgage, and there shall be added to the amount of such assessment interest as provided herein together with the costs of the action and collection of the assessment, including a reasonable attorney's fee and costs and fees on appeal. Reasonable attorney's fees and costs of collection shall be recoverable whether or not suit be brought. If the Homeowners' Association files a claim of lien on the public records of Fannin County, against any Lot, a seventy-five dollar (\$75.00) lien fee may be charged and shall be added to the unpaid assessment and secured by the lien hereby created.

#### Section 8: Architectural Control

A. Subdivision Architectural Control No building, wall, residence, garage, or any other structural improvement, or change or alteration to the exterior of existing structures or improvements, or in the landscaping (except landscaping located in a concealed and fenced courtyard or privacy area adjacent to a residence) shall be commenced, erected, or maintained, nor shall any exterior addition to or change or alteration thereto be made until the plans and specifications showing the nature, kind, size, design, shape, finished grade elevation, height, materials, color and locations of the same shall have been submitted, together with a plot plan showing the location relative to boundaries and adjacent improvements of such proposed improvements or changes, shall have been approved in writing as to harmony of exterior design and location in relation to surrounding structures and topography by the Board of Directors of the Homeowners' Association or their appointees acting as an Architectural Review Board, sometimes herein referred to as the ARB. The provisions of this paragraph shall not apply to the Developer. So long as the Developer shall hold for sale in the ordinary course of business a Lot or residence in the properties, Developer shall have the right to appoint one member of the ARB.

The ARB shall consist of five members, each being an Owner of a Lot in Hemptown Heights Subdivision. Approvals or disapprovals shall be by a majority vote of ARB members present, all members of the ARB having had (30) days written notice of a meeting to consider submitted plans and issues.

#### I. Duties and Powers of the ARB The ARB shall have the following duties and powers:

- a. To promulgate from time to time residential planning criteria for the properties at the discretion of the ARB. Said planning criteria shall be set forth in writing and made available to all members and to all prospective members of the Homeowners' Association. Any planning criteria promulgated by the ARB shall be subject to final approval by the Board. Said planning criteria may include any and all matters considered appropriate by the ARB not inconsistent with the provisions of this Declaration; and
- b. To approve all buildings, fences, walls, pools, or other structures which shall be commenced, erected or maintained upon the Properties and to approve any exterior additions to, or changes or alterations therein, as herein provided, and to approve building plans and specifications and Lot grading and landscaping plans. The conclusion and opinion of the ARB shall be binding. If in its opinion, for any reason, including purely aesthetic reasons, the ARB should determine that said improvement, alteration, etc. is not consistent with the development plan formulated by the Developer or the planning criteria for

Hemptown Heights Subdivision or lands contiguous thereto, such alteration or improvement shall not be made.

2. Approval or disapproval Two (2) sets of plans, specifications and plot plans shall be submitted to the ARB by the Owner prior to applying for a building permit. The ARB approval or disapproval, as required by this Declaration, shall be in writing and set forth on one copy of the plans, etc. to be returned to the Owner. The remaining copy shall become the property of the ARB. In the event the committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or, in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related criteria shall be deemed to have been fully complied with. Developer, the ARB, any agent or architect thereof, shall not be responsible in any way for any defects in any plan or specifications submitted, revised, or accrued in accordance with the requirements of the ARB, or for any structural or other defect in any work done according to such plans and specifications.

3. Developer approval Notwithstanding any provision otherwise, for so long as the Developer owns any subdivision lot, the Developer reserves the right to approve all contractors or builders constructing residences in the subdivision; said approval not to be unreasonably withheld by Developer. The work approved must be substantially in accordance with the plans, specifications, and Lot plans, as submitted and approved.

B. Enforcement of Planning Criteria The Developer and the Homeowners' Association shall have the right to enforce the provisions hereof and the planning criteria. Should any Owner fail to comply with the requirements hereof, or of the planning criteria after thirty (30) days' written notice, the Developer and the Homeowners' Association shall have the right to enter upon the Lot, make such corrections or modifications as are necessary, or remove anything in violation of the provisions hereof or the planning criteria and charge the cost thereof to the Owner. Should the Developer or the Homeowners' Association be required to enforce the provisions hereof by legal action, the reasonable attorney's fees and costs incurred, whether or not judicial proceedings are involved, including the attorney's fees and costs incurred on appeal from judicial proceedings, shall be collectible from the Owner. The Developer and the Homeowners' Association, or their agents or employees shall not be liable to the Owner for any trespass or damages or injury to the property or person of the Owner unless caused by negligence.

C. Exemption for Developer Any provision of this Declaration to the contrary notwithstanding, for so long as Developer, its successors or assigns, shall hold for sale in the ordinary course of business a Lot or residence in the properties, developer shall be exempt from the requirements of this Section with respect to approval by the ARB of plans and specifications for construction or alteration of any structure or improvement.

#### Section 9: Exterior Maintenance

A. Exterior Maintenance In addition to maintenance upon the Common Properties and rights of way, the Homeowners' Association shall have the right to provide exterior maintenance upon any vacant Lot or upon any improved Lot or the exterior of any residence situated thereon; subject, however, to the following provisions. Prior to performing any maintenance on a Lot or exterior of a residence located thereon, the Board of Directors of the Community Association shall determine that said property is in need of repair or maintenance and is detracting from the overall appearance of the development. Prior to commencement of any maintenance work on a Lot or residence, the Homeowners' Association must furnish thirty (30) days' prior written notice to the Owner at the last address listed in the Homeowners' Association's record for said Owner notifying the Owner that, unless certain specified repairs or maintenance are made within said thirty (30) day period, the Homeowners' Association shall procure said repairs and charge same to the Owner. Upon the failure of the Owner to act within said period of time and to thereafter diligently pursue repairs or maintenance, the Homeowners' Association shall have the right to enter in or upon any such Lot, or to hire personnel to do so, to make such necessary repairs or maintenance as is specified in the written notice. In this connection, the Homeowners' Association shall have the right to paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trim and care for trees, shrubs, grass, walks, and other landscaping improvements, as well as general Lot cleanup, and removal of debris which, in the opinion of the Homeowners' Association, detracts from the overall beauty and setting of the property.

B. Assessment of Cost The cost of such exterior maintenance shall be assessed against the Lot upon which such maintenance is done immediately upon completion and shall be a lien upon the

Lot and a personal obligation of the Owner and shall become due and collectible, along with costs of collection and attorney's fees, in the same manner as delinquent assessments above.

C. Access at Reasonable Hours For the purpose solely of performing the maintenance authorized by this Article, the Homeowners' Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or exterior of any residence at reasonable hours on any day except Sundays and holidays (except that in an emergency situation, as determined by the Homeowners' Association, such notice need not be given and entry may be made on any day).

D. Insurance The Board of Directors may maintain public liability insurance, to the extent obtainable, covering the Homeowners' Association and each Homeowners' Association member, lessee and occupant and the managing agent, if any, against liability for any negligent act or commission of omission attributable to them which occurs on, in, or with respect to the Common Properties or functions of the Homeowners' Association, including those functions of the ARB. All insurance premiums for such coverage shall be paid for by the Homeowners' Association.

#### GENERAL COVENANTS, RESTRICTIONS AND DESIGN STANDARDS

1. All Lots shall be used for residential purposes only and no business or business activity shall be carried on upon any Lot at any time.
2. No inoperative cars, motorcycles, trucks, or other types of vehicles shall be allowed to remain 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 an enclosed 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.
3. 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).
4. Any outbuilding built shall have regular siding, in order to better blend in with surrounding buildings.
5. Not more than one single-family dwelling shall be erected on any Lot. Dwellings shall not contain less than 1200 interior square feet of finished heated and cooled living areas, exclusive of open porches, unfinished basements, porta coheres, garages, carports and breezeways.
6. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot. 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 not constitute a nuisance or cause unsanitary conditions.
7. No sign of any kind shall be displayed 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. This limitation shall not apply to the Developer.
8. Except during the construction of permanent improvements thereon, no Owner shall excavate or extract earth from any Lot for any business or commercial purpose or otherwise. No elevation changes shall be permitted which materially affect the surface grade of surrounding Lots.
9. Driveways shall be maintained in good order.
10. No individual water supply system shall be permitted on any Lot without the approval of the Architectural Review Board of the Homeowner's Association.

11. Clotheslines - No garments, laundry, rugs or other articles may be aired or dried on any Lot. No type of clothesline shall be permitted on any Lot.
12. 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, and may be put outside only during the night before collections.
13. Trailers and Commercial Vehicles - No overnight 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. 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.
14. Window air-conditioning - No window air-conditioning units shall be permitted on the front of a residence or on a portion of a residence visible from the street without prior approval of the Developer or the ARB.
15. Outdoor lighting - All outdoor lighting shall be so shaded and directed such that the light therefrom is directed to fall only on the same premises where light sources are located.
16. Exterior home surfaces (excluding trim) shall be of earth tones (such as browns, muted greens, grays, or rust colored), to maintain a natural theme throughout the subdivision. The developer and ARB shall be the final arbiter as to the compliance with a proposed color to the requirements of this covenant.

#### 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 executed by 2/3 of the Lot Owners and recorded in the Office of the Clerk of the Superior Court of Fannin County, Georgia, or in such other place of recording as may be appropriate at the time of the execution of such instrument.

Amendment With the exception of above items containing specific requirements as to amendment or alteration of those items, any other provision, covenant, or restriction set forth herein may be amended in accordance as follows. A proposed amendment may be instituted by the Developer, the Homeowners' Association, or by petition signed by twenty-five (25%) of the then Owners of the Lots. A written copy of the proposed amendment shall be furnished to each Owner at least thirty (30) days but not more than sixty (60) days prior to a designated meeting to discuss such particular amendment. Said notification shall contain the time and place of said meeting. Such amendment must be approved by a majority vote of the membership (either in person, by formal proxy, or by mail ballot) in accordance with their voting rights. The recorded amendment shall contain a recitation that sufficient notice was given as above set forth and said recitation shall be conclusive as to all parties and all parties of any nature whatsoever shall have full right to rely upon said recitation in such recorded amendment. The amendment shall be effective upon recordation in the Public Records of Fannin County, Georgia. Said amendment shall require the approval and joinder of Developer to become effective if said developer, at the point of amendment, owns Lots for sale in the subdivision. At such time as the Developer no longer owns any Lots for sale in the ordinary course of business in the subdivision, the Developers' right to amend this Declaration in reference to this paragraph shall terminate.

Addition or removal of covenants: No property Owner, other than the Developer, without the prior written approval of the Developer or the Board of Directors of the Homeowners' Association (said power of the Board to come into existence at the point of sale of the last remaining owned Lot of the Developer), may impose any additional covenants or restrictions upon any portion of the Properties.

Notwithstanding the above, the Developer reserves and shall have the sole right to

- a. amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein;
- b. include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower standards of the covenants and restrictions herein contained;
- c. release any Lot from any part of the covenants and restrictions which have been violated if the Developer determines such violation to be a minor or insubstantial violation and does not otherwise lower the standards of these covenants and restrictions; and
- d. amend these covenants and restrictions as may be required by the Federal Housing Administration (F.H.A.), Veterans Administration (V.A.), Federal Home Loan Mortgage Corporation (F.H.L.M.C.), Federal National Mortgage Association (F.N.M.A.) or other governmental or quasi-governmental body to qualify Lots for financing guaranteed, insured purchased, or regulated by such agencies.
- e. At such time as the Developer no longer owns any Lots for sale in the ordinary course of business in the subdivision, the Developers' rights as shown in a. - d. to amend this Declaration shall terminate.

#### 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.
3. **Binding Effect** - This declaration shall be binding upon the undersigned, their heirs, administrators, successors and assigns. Said declaration shall run with the title to the property described in Exhibit "A" and any subsequent property that is added hereto by amendment.
4. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as member or Owner on the records of the Homeowners' Association at the time of such mailing.
5. **Enforceability** If any person, firm or corporation, or other entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Developer or the Homeowners' Association,
  - a. To prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenants or restrictions; or
  - b. To maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenants or restrictions, for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this provision shall be construed as cumulative to all other remedies now or hereafter provided by law. The failure of the Developer, its successors or assigns, or the Homeowners' Association, to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto. In the event the Developer or the Homeowners' Association shall prevail upon such proceeding for recovery of damages or to enjoin violations, the Member shall be responsible for all costs and expenses incurred or paid by the Developer or the Homeowners' Association in the prosecution of such proceeding, including reasonable attorney's fees, and the Developer or the Homeowners' Association shall be entitled to place a lien upon the Property owned by such Member, to secure payment of such sums, should the member fail to pay such costs and expenses within thirty (30) days from the entry of the judgment or injunction.

G. WILLIAM LITTLE, III, P.C.  
ATTORNEY AT LAW  
A PROFESSIONAL CORPORATION

**COMMUNITY WATER SYSTEM EASEMENT AND CONDITIONS**

The Developer hereby reserves for himself, his heirs and assigns, and grants to all Lot Owners (as defined above), their heirs and assigns, a permanent and perpetual easement for the purpose of access to and the use of water from the community water system serving Hemptown Heights Subdivision.

Notwithstanding the powers of the Homeowners' Association above in reference to contracting for maintenance, repair and provision of water from an independent vendor, the Developer shall authorize the initial contract with a contractor to maintain, repair, and provide water utilizing the community's water system. The Developer shall have the authority to contract for this provider for a term up to three years on the initial contract. Thereafter, the responsibility for contracts regarding the community water system shall be the sole responsibility of the Homeowners' Association. It is hereby understood and agreed that the contractor selected by Developer and eventually by the Homeowners' Association shall be required to maintain the well and water supply in such a manner as to comply with the standards of the Department of Public Health, however, the Developer and Homeowners' Association shall not be liable for any discoloration of the water due to iron deposits or any other factor which does not constitute a health hazard.

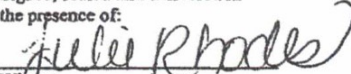
IN WITNESS WHEREOF, the undersigned have executed this document the day and year first above written.

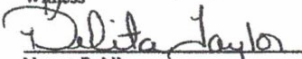
CORPORATE SEAL

HEMPTOWN HEIGHTS DEVELOPMENT, CORP.

By   
Its President

Signed, sealed and delivered in the presence of:

  
Witness

 (SEAL)  
Notary Public

My Commission Expires:

Notary Public, Fannin County, Georgia  
My Commission Expires Sept. 18, 1998

**TECHNICAL DATA**

DATE OF SURVEY: 12-21-04  
 EQUIPMENT USED: ANCON DTM 432  
 ANGULAR ERROR: 0" PER ANGLE  
 PRECISION: 1 : 24,770  
 TYPE OF ADJUSTMENT: COGNATUS RULE  
 PLAT CLOSURE: 941.637

**LINE TABLE BOUNDARY**

LINE	BEARING	LENGTH
L1	N43°32'37"W	34.42'
L2	N81°30'01"W	88.42'
L3	N82°36'02"W	41.32'
L4	N83°32'54"W	41.92'
L5	N70°02'13"W	74.42'
L6	S81°28'32"W	108.62'
L7	N81°27'12"W	50.42'
L8	S90°03'39"W	49.02'
L9	N81°27'12"W	49.02'
L10	N02°10'35"W	33.32'
L11	N15°32'30"W	41.20'

**LINE TABLE LOT LINES**

LINE	BEARING	LENGTH
L12	N81°30'01"W	34.12'
L13	N82°36'02"W	34.42'
L14	N83°32'54"W	34.42'
L15	N70°02'13"W	34.42'
L16	S81°28'32"W	34.42'
L17	N81°27'12"W	34.42'
L18	S90°03'39"W	34.42'
L19	N81°27'12"W	34.42'
L20	S01°30'01"E	34.42'
L21	S80°32'12"E	34.42'
L22	N101°54'12"E	20.00'

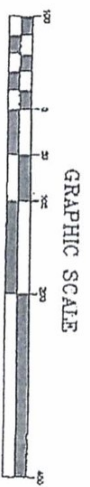
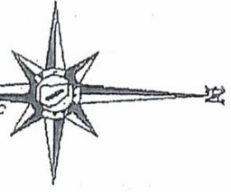
**OWNER, 24 HR.**  
**CONTACT**  
 STEVE PERROTTI  
 P.O. BOX 902  
 MORGANTOWN, GA  
 PH: (706) 535-4581

**PROPERTY CORNER LEGEND**

H RESUR SET  
 H RESUR FOLD  
 C.I.C.  
 C.I.S.  
 CHAIN NOT SET

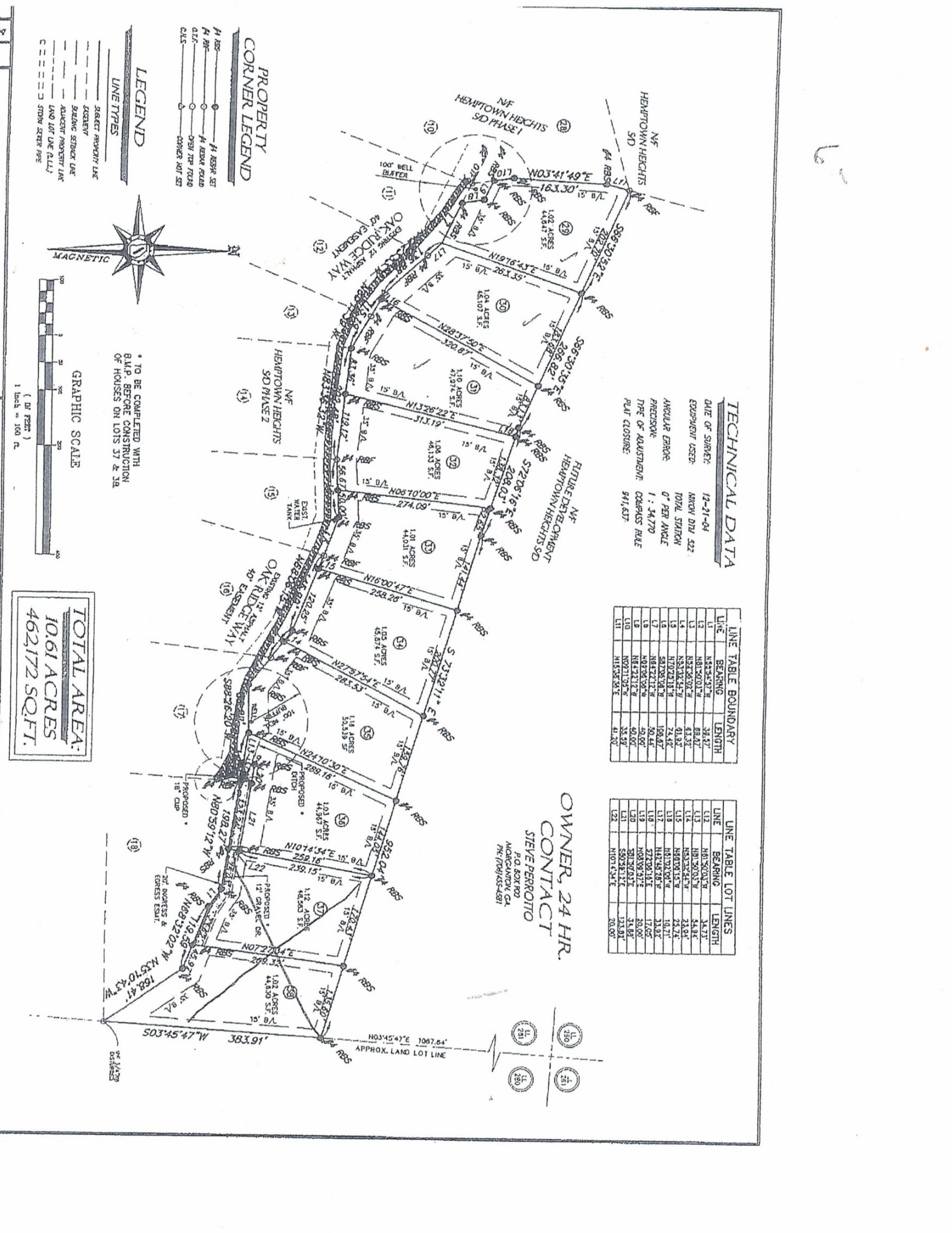
**LEGEND**

SUBJECT PROPERTY LINE  
 ADJACENT PROPERTY LINE  
 BUILDING SETBACK LINE  
 ADJACENT PROPERTY LINE  
 LAND LOT LINE (ALL)  
 STONY CREEK PIPE



\* TO BE COMPLETED WITH  
 B.M.P. BEFORE CONSTRUCTION  
 OF HOUSES ON LOTS 37 & 38.

**TOTAL AREA:**  
 10.61 ACRES  
 462,172 SQ.FT.



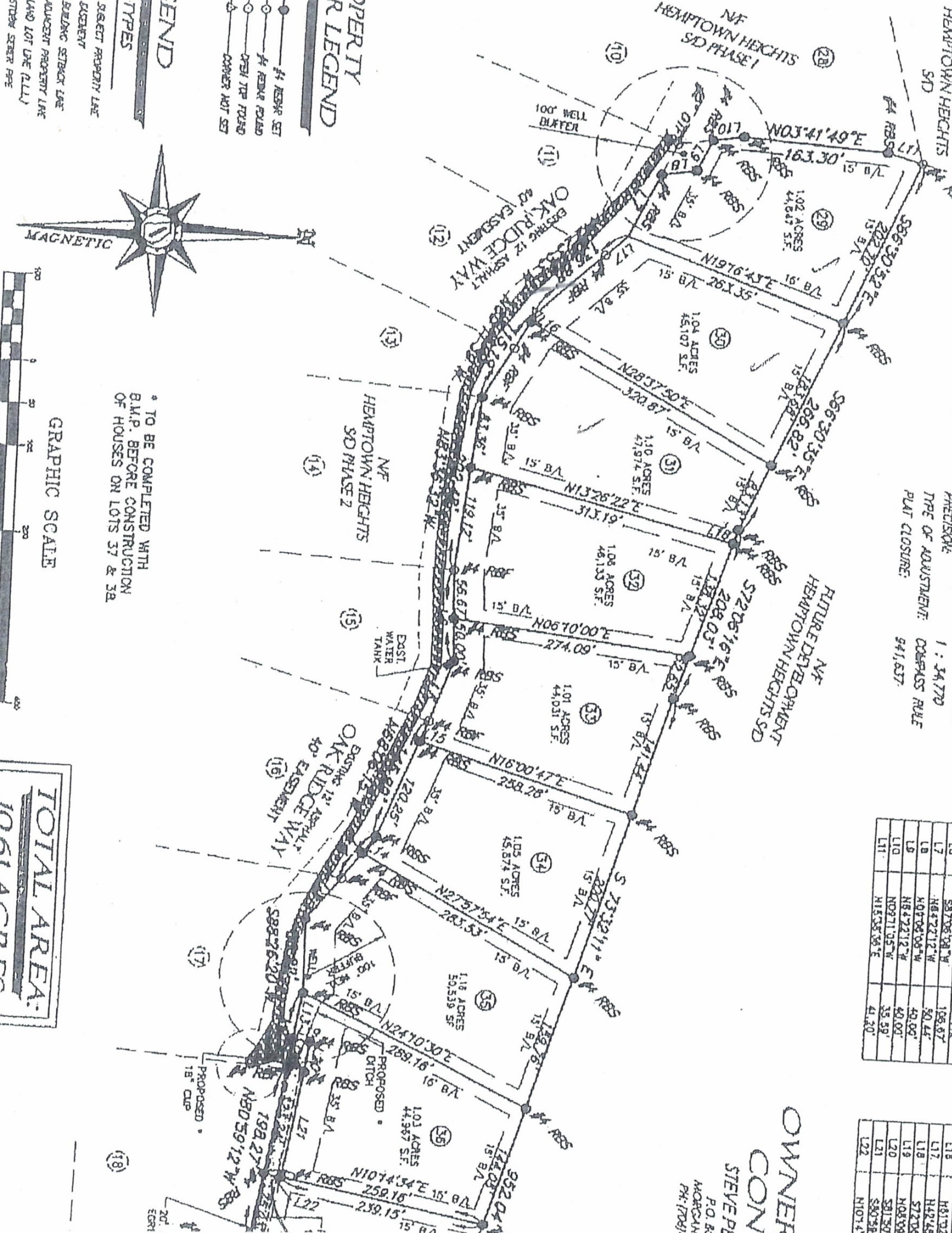
N03°45'47"E 1067.64'  
 APPROX. LAND LOT LINE

PRECISION: 1 : 34,770  
 TYPE OF ADJUSTMENT: COASTAL RULE  
 PLAN CLOSURE: 941,637

L7	S83708.08"W	106.67
L8	N84721.27"W	50.47
L9	N07704.06"W	49.09
L10	N84721.27"W	49.09
L11	N09711.95"W	35.59
	N15355.56"E	41.20

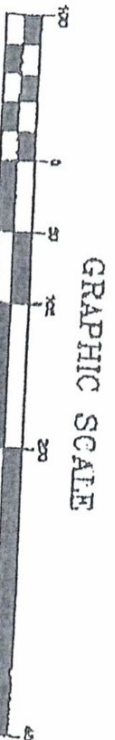
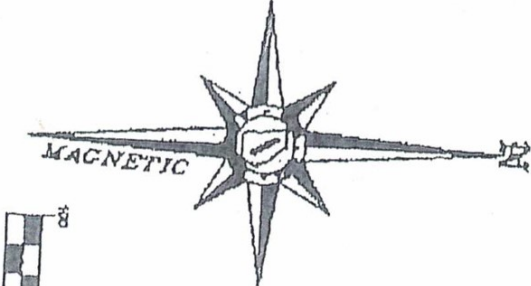
L18	N81702	
L17	N42745	
L16	S72705	
L19	N08709	
L20	S81397	
L21	S80351	
L22	N10174	

OWNER  
 CON  
 STEVE PE  
 P.O. BK  
 MORGAN  
 PH: 770/811



\* TO BE COMPLETED WITH  
 B.M.P. BEFORE CONSTRUCTION  
 OF HOUSES ON LOTS 37 & 38

- PROPERTY LEGEND**
- # RESUR SET
  - # REPAIR POLYED
  - # PAINT TOP POLYED
  - # POWER HOT SET
- LINE TYPES**
- SUBJECT PROPERTY LINE
  - EXISTENT
  - BUILDING SETBACK LINE
  - ADJACENT PROPERTY LINE
  - LAND LOT LINE (ALL)
  - STUBBY SETBACK LINE



**TOTAL AREA:**  
 10.61 ACRES



818

1215 Mail after recording to:  
Gunter & Stancil, P.C.  
Main @ Berrong  
P.O. Box 261  
Hiawassee, GA 30546

STATE OF GEORGIA  
COUNTY OF TOWNS

GEORGIA, FANNIN COUNTY  
CLERK'S OFFICE SUPERIOR COURT  
FILED FOR RECORD 3/16/95  
AT 9A M RECORDED 3/16/95  
BOOK 224 PAGE 818-20  
*John W. Chastain*  
CLERK OF SUPERIOR COURT

**RESERVATIONS, RESTRICTIONS, COVENANTS AND CONDITIONS**

This Declaration made this 23rd day of February, 1995 by STEVE PERROTTO, owner of property located in Fannin County, Georgia being in Land Lot 259, 260, 281 and 282, District 8, 1st Section and being more particularly described on Exhibit "A" attached hereto and incorporated by reference herein;

The purpose of the following restrictions and covenants is to ensure the use of said realty by the owners, to prevent the impairment of the attractiveness of said realty, and to maintain the desired character of the community, and thereby to secure each present or future owners, the full benefit and enjoyment of their property. The reservations and restrictive covenants hereinafter set out are to run with the land and shall be binding upon all parties and persons owning lots subdivided from the described property or claiming under them.

If the owners of such lots or any of them, or their heirs, successors or assigns shall violate any of the covenants hereinafter set out, it shall be lawful for any other person owing real property situated in said described property to prosecute any proceeding at law or in equity against the person or persons violating any of such covenants and either to prevent him from so doing or to recover damages for such violations, or both. Invalidation of any of these covenants by judgment or otherwise shall in no wise affect any of the provisions which shall remain in full force and effect.

1. All lots shall be for residential use only.
2. Noxious or offensive activity shall not be allowed upon any lot nor shall be done thereon which may be or may become an annoyance or nuisance or the neighborhood.
3. All trash and other waste shall be kept in sanitary containers. No lot shall be used as a dumping ground for trash.
4. A septic tank as prescribed by the state health department and approved by the Fannin County Health Department, together with a drain field shall be installed on each approved lot.
5. No building shall be constructed within 10 feet of the front line nor within 10 feet of any side lot lines or rear lot lines of any lot.
6. Any dwelling on any lot shall have a minimum of 1100 square feet of enclosed heated living space, which shall not include open porches, carports or garages. All dwellings shall be of quality material and workmanship. No metal structures shall be permitted on any lot.
7. No motor vehicles, motorcycles, or boats are to be left on the premises without current registration. No inoperable or wrecked vehicles shall be permitted on any lot.
8. All homes constructed of wood must be finished on the outside.
9. Concrete block homes must be covered with brick, stucco, or stone.
10. All individuals or entities constructing homes on lots shall be approved by the Developer.
11. All constructions on lot shall be approved by the Developer in writing after the submission of architectural plans, drawings or renditions.

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- 12. All fencing must be approved in advanced by Developer.
- 13. No swine, goats, sheep or chickens shall be kept or maintained on any part of the property. Household pets shall be allowed.
- 14. No lot shall be used for commercial activity or business.
- 15. No lot shall be subdivided.
- 16. No single-wide mobile homes, double wide mobile homes, modular homes, RV unit or any factory constructed homes shall be placed permanently on any lot or road.
- 17. There are hereby reserved for the purpose of installing and maintaining municipal and public utility facilities and for such other purposes incidental to the development of the property, easements along the subdivision roads and lot lines. All claims for damages, if any, arising out of the construction, maintenance, and repair of utilities or on account of temporary or other inconveniences caused thereby against owner or any of his agents or servants are hereby waived by the lot owners.

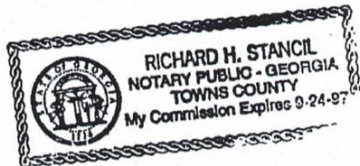
IN WITNESS WHEREOF, the Owner hereby sets his hand and affixes his seal to these Reservations, Restrictions, Covenants and Conditions, this 23 day of Feb, 1995.

Signed, sealed and delivered in the presence of

Blenda C. Taylor  
WITNESS

[Signature]

Richard H. Stancil  
NOTARY PUBLIC



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***Exhibit "A"***

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE 8TH DISTRICT AND 1ST SECTION OF FANNIN COUNTY, GEORGIA, AND BEING A PART OF LAND LOT NOS. 259, 260, 281 AND 282 AND BEING MORE PARTICULARLY DESCRIBED AS 56.4 ACRES OF LAND, AS SHOWN ON A SURVEY AND PLAT DATED THE 24TH DAY OF OCTOBER, 1975, THAT WAS PREPARED BY HUBERT LOVELL, GEORGIA REGISTERED LAND SURVEYOR NO. 1533. SAID PLAT IS RECORDED IN PLAT BOOK 8, PAGE 184, IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT FOR FANNIN COUNTY, GEORGIA. SAID RECORDED PLAT IS HEREBY MADE A PART OF THIS DEED BY REFERENCE THERETO FOR A MORE COMPLETE DESCRIPTION OF THE ABOVE DESCRIBED PROPERTY.

THE ABOVE DESCRIBED PROPERTY IS THE SAME PROPERTY THAT WAS CONVEYED FROM ROY E. TUCKER, SHERWIN S. TUCKER AND PHILIP A. WATKINS TO PAUL FRANK TIPTON, DATED THE 27TH DAY OF APRIL, 1993, SAID DEED BEING RECORDED IN DEED BOOK 197, PAGE 375, IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT FOR FANNIN COUNTY, GEORGIA. ALSO BEING THE SAME PROPERTY CONVEYED BY WARRANTY DEED FROM PAUL FRANK TIPTON TO RALPH PANTER AND STEVE PERROTTO DATED SEPTEMBER 24, 1993, RECORDED IN DEED BOOK 203, PAGE 281, FANNIN COUNTY RECORDS.