



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.

HIDDEN VIEWS

STATE OF GEORGIA
COUNTY OF UNION

DECLARATION OF RESTRICTIONS, LIMITATIONS AND COVENANTS FOR HIDDEN VIEWS SUBDIVISION

Whereas, the holders of the legal title to the below listed subdivision, known as Hidden Views, said tract being more particularly described as follows:

All that tract or parcel of land lying and being in Land Lot 32, Tract 1 & 2, 9th District, 1st Section, Union County, Georgia and being lots one (1) thru twenty six (26) of Hidden Views Subdivision as shown on a plat of survey by Owenby Land Surveying, Inc. dated 2/2/06, as recorded in plat book 58 pages 41 & 42, Union County, Georgia which description as incorporated 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 to each present or future owner the full benefit and enjoyment of their property. The reservations and restrictive covenants are to run with the land and shall be binding upon all parties and persons owning lots in Hidden Views Subdivision.

The common property will be regulated and controlled by the Hidden Views Homeowner's Association, a Georgia non profit corporation. The common areas will be identified by the master plat. Each owner of a lot will automatically be a member of the association by the purchase of a lot on this property, and will automatically have the right to utilize the common areas under the terms and conditions as provided herein and under the rules and regulations to be developed by the association. Membership in said association is mandatory.

Each covenant contained herein is severable and distinct from each other and in its applications to all or any portion of the premises, and the invalidity or unenforceability of any covenant contained herein as to any portion of the premises shall not affect the validity or enforceability of any of the other covenants contained herein. Invalidation of any one of these covenants by judgment or court shall in no wise affect any of the other provisions, which shall remain in full force and effect.

These covenants and any amendments thereto, shall apply to and govern the realty and its present or future parcels, common roads and common area and the use thereof. All covenants herein stated and any amendments or additions thereto, shall run with and shall be binding upon all persons or entities claiming under them.

The Developer shall maintain all roads until such time as 75% of all lots sold the Developer shall convey all amenities, common areas, roads & like to the Homeowners Association.

ARTICLE I Definitions

Section 1. "Association" shall mean and refer to the Hidden View Property Owner's Association, Inc., a Georgia Nonprofit Corporation Act and law. The Association shall be created within six (6) months of the date of recording of these Covenants.

Section 2. "Board of Directors" or "Board" shall be the elected body of the Association having its normal meaning under the Georgia Nonprofit Corporation, its successors and assign. The first board shall be appointed by the developers and elected by the property owners thereafter.

Section 3. "Common Area" shall mean all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the owners.

Section 4. "Common Expenses" shall mean and include the actual and estimated expenses of operating the Association and the Subdivision, including any reasonable reserve, all as may be imposed hereunder or found to be necessary and appropriate by the Board pursuant to this Declaration, the By-Laws of the Association, and the Articles of Incorporation.

Section 5. "Lot" shall mean a plotted portion of the Properties, other than the Common Area, intended for independent use of ownership. Lots shall be shown on the plats of survey filed with this Declaration or amendments thereto or may be further described in any other Declaration or any portion of the Properties. The term "Lot" shall not include an individual timeshare or fragmented ownership interest of on accommodation, the term "Lot" encompassing the entire accommodation and not any ownership interest therein existing.

Section 6. "Member" shall mean and refer to a person or entity entitled to membership in the Association, as provided herein.

Section 7. "Mortgage" shall include a deed to secure debt, or security deed, as well as a mortgage, and a "first mortgage" is a first priority deed to secure debt, deed of trust, or mortgage.

Section 8. "Mortgages" shall include a beneficiary or holder of a deed to secure debt, deed of trust, as well as a mortgage. A "first Mortgagee" is the holder of a first priority deed to secure debt, deed of trust or mortgage on a Lot or Residential Unit.

Section 9. "Mortgagor" shall include the grantor of a deed of trust, as well as a mortgagor.

Section 10. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of any Lot which is part of the Properties, but the excluding in all the cases any party holding an interest merely as security for the performance of an obligation. The Owners of the allocable as their leasehold interest might otherwise be allocable.

Section 11. "Person" means a natural person, a corporation, a partnership, trustee, or other legal entity.

Section 12. "Phase" shall mean the increments of property (1) described in Exhibit "A" and, (2) subjected to this Declaration by any Amendments or Supplemental Declarations, each such described property being a separate Phase.

Section 13. "Properties" shall mean and refer to the real property described in Exhibit "A" attached hereto and shall further refer to such Additional Property as may hereafter be annexed by Amendment or Supplemental Declaration to this Declaration or which is owned in fee simple by the Association.

Section 14. "Voting Rights" shall mean that for each lot owned the "Owner" as defined in Section 12 above shall have one vote per lot owned.

PROPERTY RIGHTS

1. **LAND USE.** No lot after being conveyed by the developer may be subdivided. All lots are for single family residential purposes only. Only such residence shall be erected on any one lot, provided however that the owner of any lot may erect a garage for use in connection with such a residence. No lot dwelling or structure shall be used for commercial activity or business with the exception of a private home office. House rentals shall have a three (3) month minimum term and shall not be deemed commercial activity.
2. **SETBACKS.** All house front decks, sheds and garages shall be set back 35' from center line of road. All side yards shall be 10' and rear yard 20'.
3. **CONSTRUCTION.** When house construction begins, work must be pursued diligently and exterior must be completed within nine (9) months from start thereof.
All homeowners shall be held responsible for the acts of their employees, sub-contractors, suppliers and other persons or parties involved in construction or

alteration of a home site. In this regard, a homeowner shall be responsible for any damage to roads and other common property. Builder/owner must ensure that the construction site is kept clean and free of debris and waste materials and those stockpiles or unused materials are kept in neat and orderly fashion. To prevent mud and other debris from being tracked onto a street, a construction drive must be installed prior to beginning construction on the foundation and properly maintained. All driveways must be paved (asphalt or concrete) within two years of house completion.

4. **HOUSE SIZE.** All houses shall be constructed with no less than twelve hundred (1200) square feet on main floor, eighteen hundred (1800) square feet for two (2) story homes, exclusive of any carport, garage, basement, deck, patio or porches.
5. **BUILDING MATERIALS.** Primary residential building material for home construction shall be stone or exterior wood or cement material unless approved by the developer in writing. No concrete block construction (with the exception of foundations), metal buildings, mobile homes, double wide mobile homes, manufactured homes, or relocated homes will be allowed. Exposed concrete block or poured concrete foundations and site retaining walls must be covered with stone or siding. Stucco may be used if not visible from subdivision road to cover foundation and retaining walls. All colors for siding, trim roofing, etc. must be confined to earth tone colors which are compatible with the natural environment. No bright colors such as, but no limited to, white blue, yellow, etc may be used. When a natural appearance is desired all exterior siding and trim must be covered with waterproofing sealant.
6. **ROOFING AND SIDING.** Primary roofing materials must be cedar shakes, architectural shingles or factory painted metal in colors and texture which complement the balance of the other colors and materials used. All primary roofs shall be a minimum of 6-12 pitch with porches a minimum of 4-12.
7. **DRAINAGE.** No drainage ditches, cuts, swales, streams, impoundments, ponds or lakes, no mounds, knobs, dams, or hills and no other physical improvements or elements of the landscape or terrain which control or determine the location or flow of surface water and drainage patterns may be created, destroyed, altered or modified without the prior written consent of the Developer or Homeowners Association, whether on private or common area. Special attention shall be given to prior site surface drainage so that surface waters will not interfere with surrounding home site and natural drainage flows. Paved areas shall be designed to allow surface water to drain naturally and not to allow water to collect or stand. All driveways must be asphalt, concrete, or adequately graveled and completed within one (1) year from the starting date of home construction.
8. **VISUAL EFFECTS.** Only wood fences will be allowed in front and side of residence, no higher than 6 feet. In the rear, only wood or chain link fences will be allowed. No farm type wire fences will be allowed. Compressors for central

air conditioning units play equipment or gas tanks must be located where it will have minimum visual impact on adjacent properties.

9. UTILITIES. All electrical and other utility lines shall be placed underground and all water supply and sewage facilities shall comply with the applicable governmental codes. No satellite dishes over a thirty-six (36) inch diameter will be allowed on any lot.
10. TREES AND SHRUBS. No more than fifty percent (50%) of existing trees over five (5) inches in diameter shall be removed from the property after being conveyed by the developer. Any home site, which has been altered from its natural state, shall be landscaped. All shrubs, trees, grass and plantings of every kind shall be kept maintained, properly cultivated and free of trash and other unsightly material. Landscaping shall be completed no later than sixty (60) days following completion of any building with weather permitting. Completed landscaping means all areas are covered with natural growth, grass, sod, shrubs, trees, and /or mulch. No bare dirt shall be left exposed except during construction.
11. EASEMENTS. Developer, for the benefit of developer and developer's successors and assign, reserve the absolute exclusive, continuing and nonexclusive right and easement to construct, erect, place, repair, maintain and replace from time to time along any present or future constructed common roadway, any utility lines, pipes, conduits, devices, implements, or related components, fixtures, apparatuses and assemblages that are reasonable, appropriate and useful in furnishing and satisfying the residential utility uses and needs of the subject realty and its parcels, including but not limited to the following utility purposes and services; electricity, water, sewer, telephone, cable and other reasonable and ordinary utility right purposes and uses. This reservation shall include the right of developer to grant and convey reasonably necessary and appropriate licenses, permits and easements to other third persons or entities in order to accomplish the intents and purposes of this provision. Nothing herein shall obligate developer to provide or furnish any utility service.
12. VEHICLES. No motorcycles or other vehicles with external engines shall be permitted to ride along the streets of said subdivision except for the entry and exit from the area; if they are determined to be a nuisance to other property owners. All such vehicles shall be properly muffled so as not to disturb the neighborhood. The parking of buses or trucks, rated higher than 1 1/2 tons, shall not be permitted. No motor homes or RV units shall be parked temporarily or permanently on any subdivision road. A recreational vehicle or motor home may be used for a period not to exceed two (2) weeks of any given year, if parked at least one hundred (100) feet from all subdivision roads except during construction of a residence. A recreational vehicle may be parked at a residence provided its location is at least one hundred (100) feet from all subdivision roads and shall not be for occupancy or use.

13. **APPEARANCE.** No lot shall be used in whole or in part for any illegal activity nor for the storage of any property or thing that will cause any lot to appear in any unclean or untidy condition or that will be obnoxious to the eye, nor shall any substance be kept upon any lot that will emit foul or noxious odors. No lot owner or lot occupant shall conduct any activity that will disturb the peace, comfort or serenity of the occupants of surrounding property. Neither wrecked or untagged motor vehicle, utility trailer, nor junk, nor household appliance shall be kept or stored in plain view of subdivision roads.
14. **SIGNAGE.** No signs of any type shall be displayed to public view on any portion of said property longer than 48 hours, except one sign of not more than 24 inches by 24 inches advertising property for sale or a temporary builder's sign, or such permits as required by law. All said signs shall be professionally lettered and neatly installed. Developer reserves the right to erect entrance signs.
15. **ACCESS.** No lot shall be accessed other than by the roads inside the subdivision without permission from developer. No road shall be built to access any adjoining property without written permission from the Developer. Exception. The developer may access by the subdivision roads, property owned by Developer or hereafter acquired by Developer which adjoins Hidden View Subdivision if the Developer owns the property being crossed to access adjoining property.
16. **ANIMALS.** No animals, birds, or fowls shall be kept or maintained on any part of the property except ordinary household pets (e.g. dogs, cats and pet birds) in reasonable numbers for pleasure and use of the occupants, but not for any commercial use or purpose.
17. **LOT UPKEEP.** All lots, whether vacant or occupied, shall be maintained in a neat and attractive condition.
18. **LIGHTING.** There shall be no bright or obnoxious yard lights. Motion detector lights shall be permitted.
19. **COMMON AREA.** Common areas are for the use and enjoyment of lot owners And guests only. No common area shall be subdivided or re-plated except with the Association consent. There shall be no cutting, replanting of underbrush, trees or foliage without Association's approval.
20. Any damage to subdivision roads or other common property during construction of a home shall be the sole responsibility of the homeowner to pay for repairs. A determination of the Developer up and until seventy-five (75%) of lots are sold shall be conclusive and final. In the event Developer determines the subdivision roads were damaged by a homeowner and assessment by the Developer may attach to the homeowner's lot.

21. All fuel storage tanks, outdoor pools, utility lines (including electrical, telephone, gas, water and cable television) or any wire or pipe shall be installed and maintained underground. Any compressors for central air conditioning units and play equipment must be located where it will have a minimum visual impact on adjacent properties.
22. Mail receptacles must be constructed with similar material as used on the exterior of the main residence and/or approved by the developer.

Miscellaneous Provisions

1. All lot owners, their heirs and assigns, by acceptance of a conveyance shall agree to abide by the by-laws and restrictions and be a member in good standing of the homeowners/property owners association is mandatory.
2. The developer reserves the right to amend these restrictions up and until seventy-five (75%) percent of all lots are sold. After seventy-five (75%) percent of lots are sold any amendment to the restrictions shall require a two-thirds (2/3) majority vote of lot owners.
3. There shall be an initial initiation fee of Three Hundred (\$300.00) Dollars which shall be placed in a Homeowners Association account by the Developer to be used on the subdivision at the developer's sole discretion. The initiation fee shall be prorated at closing based upon seventy-five (75%) percent Homeowners/Property Owners Association.
4. Upon Seventy-five (75%) percent of all lots are sold the developer shall convey all amenities, common areas and the like to the Property/Homeowners Association.
5. ASSESSMENTS
 - a. Assessments are for the purpose of promoting the recreation, health and maintenance of real and personal property. Each Owner of any Lot agrees to pay to the Association annual, special and specific assessments including reasonable fines as may be determined by the Association. All such assessments shall be a charge and lien on the land and the personal obligation of the Owner. Annual assessments shall be levied at a uniform rate per Lot. The Board shall annually prepare an operation and capital budget which shall become effective unless disapproved by a majority of the Total Association Vote. In the event of disapproval, the prior year's budget shall apply. Special assessments may be levied if approved at a meeting by two thirds (2/3) of the Total Association Vote. A capital reserve shall be established and maintained in a segregated account, and shall be for the purpose of insuring that the Association will have cash shall be for the purpose of insuring that the Association will have cash available to meet unforeseen expenditures.

- b. **Effect of Nonpayment of Assessments: Remedies of the Association.** If an assessment is not paid within thirty (30) days, a lien shall attach to the Lot. If not paid within sixty (60) days, the Association may institute suit to collect such amounts and/or to foreclose its lien for the benefit of all other Owners.
- c. **Commencement Date.** The assessments provided for herein shall commence on the first day of the month following the conveyance. Lots or other property owned by the Declarant shall not be subject to assessment until such time as such becomes occupied as a residence, rented or sold.
- d. **Specific Assessments.** The Board may make specific assessment as follows: i) fines; ii) Expenses which benefit less than all of the Lots equitably among all of the Lots which is benefited according to the benefit received; iii) Expenses which benefit all Lots, but which do not provide an equal benefit to all Lots, may be assessed equitably among all Lots according to the benefit received.
- e. **Maintenance.** The Association shall maintain and keep in good repair the common Property which includes the entryway; streets, roads, streetscapes; cul-de-sac islands; drainage areas; all property outside of Lots. Maintenance caused through the willful or negligent act of any Lot. Owner or his invitees or lessees shall be charged to such Owner. Maintenance shall be performed consistent with the community-Wide Standard. The Owner shall maintain his Lot and improvements in a manner consistent with the Community Wide Standard and upon failure to so do the Association may provide such maintenance and charge the costs to the Owner as an assessment.
- f. **Use Restrictions and Rules:** The Board of Directors of the Association (the "Board"), is authorized to issue such rules as may be deemed necessary.

RESTRICTIONS TIME PERIOD. The covenants, restrictions, easements, reservations, terms and conditions contained in this declaration, shall run with the land and shall be binding upon all lot owners and all persons claiming under them for a period of twenty (20) years from the date hereof, provided, however, that the developer retains the absolute right to amend this declaration as it may deem necessary, during a period of two (2) years from the date of the recording hereof upon the records of the Clerk of Union County Superior Court, and all such amendments shall be binding upon all lot owners. Furthermore, these covenants may be amended at any time by the written agreement of the owners of at least seventy-five (75%) percent of the total number of lots. All such amendment(s) shall apply equally to all lots within the subdivision and no such amendment(s) shall place any further obligation(s) upon developer without his written consent. Exception: The Developer reserves the right to change these covenants

and restrictions at any time deemed necessary until at least seventy-five (75%) percent of the total number of lots have been sold.

In witness whereof, the owners hereby set its hand and affixes its seal, this, the 27th day of March, 2006.

GEORGIA MOUNTAIN DEVELOPMENT, INC.

By: [Signature]

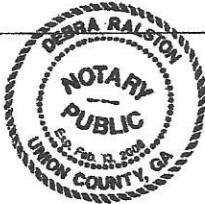
Attest: [Signature]

Seal Affixed

Witness: Maelean Beaman

Notary Public Debra Ralston

My Commission Expires on: _____



UNION COUNTY, GEORGIA

FILED & RECORDED APRIL 6
20 06 AT 8:30 A.M.
RECORDED IN BOOK 639 PAGE 681-689

Allen Corley S.C.C.