



## 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.

**FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS, PROPERTY OWNERS ASSOCIATION AND LIMITATIONS RUNNING WITH THE LAND FOR HIDDEN HARBOR SUBDIVISION**

KNOW BY ALL MEN THESE PRESENTS, that

- A. This FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS, PROPERTY OWNERS ASSOCIATION AND LIMITATIONS RUNNING WITH THE LAND FOR HIDDEN HARBOR SUBDIVISION is made and published this 17<sup>th</sup> day of June, ~~2016~~ <sup>2019</sup> by H H PROPERTY OWNERS ASSOCIATION, LLC.
- B. The H H PROPERTY OWNERS ASSOCIATION, INC. ("Association") is the successor to the original Declarant, HH Acquisitions, LLC.
- C. Pursuant to ARTICLE SEVEN, Section 7.3(a) of the original DECLARATION OF COVENANTS, RESTRICTIONS, PROPERTY OWNERS ASSOCIATION AND LIMITATIONS RUNNING WITH THE LAND FOR HIDDEN HARBOR SUBDIVISION, greater than 75% the Lot Owners as heretofore and herein amended, was approved by voting in person or by proxy at the annual Property Owner's meeting held April 27, 2019, in Blairsville, Georgia, this First Amended and Restatement Declaration of Covenants, Restrictions, Property Owners Association and Limitations Running With The Land for Hidden Harbor Subdivision.

WHEREAS, it is the intent of Association to establish a general plan and uniform scheme of development and improvement of the upon referenced property; and

WHEREAS, Association wishes to provide for the preservation and enhancement of property values, amenities and opportunity within the property in order to contribute to the personal and general health, safety and welfare of the property Owners and residents therein and do maintain the land and improvements therein, and to this end wish to subject the Property to the covenants, restrictions, Association, easements, reservations, assessments, charges, liens and other provisions hereinafter set forth;

NOW THEREFORE, for and in consideration of the premises and of the benefits to be derived by Hidden Harbor Subdivision and each and every subsequent Owner of any of the parcels and numbered lots in said development, Association does hereby set up, establish, promulgate and declare the following to apply to all of said parcels, numbered lots, marina and boat dock slips and to all persons owning said parcels or numbered lots or any of them, hereafter. These covenants shall become effective immediately and run with the land and shall be binding on all persons claiming under, their heirs, successors, successor-in-title and assigns, and Hidden Harbor Subdivision, to-wit:

## ARTICLE ONE DEFINITIONS

The following terms, as used in this Declaration, shall have the following meanings:

- 1.1 ASSOCIATION shall mean and refer to H H PROPERTY OWNERS ASSOCIATION, INC, its heirs, successors and assigns.
- 1.2 PARCEL AND LOT shall mean and refer those Lots surveyed, platted and recorded as shown in Plat Book 68, Page 261-265, Union County, GA records, as specified in Exhibit "A".
- 1.3 OWNER shall mean and refer to the record Owner, whether one or more persons or entities, of any Lot or parcel which is a part of this declaration, including contract sellers and Association. Owner shall not include a mortgage holder unless and until such mortgage holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- 1.4 BOARD shall mean and refer to the Board of Directors of H H Property Owners Association, Inc., its successors and assigns.
- 1.5 PROPERTY shall mean that real estate which is submitted to this Declaration as described on the plats of survey above referenced and as specified in Exhibit "A" hereof.
- 1.6 ARC shall mean and refer to the Architectural Review Committee. The ARC will review and approve all construction plans.
- 1.7 ACC CHECKLIST shall refer to the Architectural Control Checklist. The ACC Checklist must be completed and submitted to the ARC or Association prior to the commencement of any construction.
- 1.8 DWELLINGS shall refer to houses within the Property.
- 1.9 COMMUNITY WIDE STANDARD shall refer to the standard for which home design and construction shall be measured by prior to approval.
- 1.10 IMPACT FEE shall refer to the amount due prior to construction commencement.
- 1.11 PRIVATE ROAD shall refers to the roads running through the community

- 1.12 PRIVATE SLIP shall refer to those slips at the community dock that will be privately owned by individual Lot Owners.
- 1.13 COMMON PROPERTY shall mean any and all real and personal property and easements and other interests therein, together with any facilities and improvements located thereon, now owned by the Association and hereafter owned by the Association for the common use and enjoyment of the Owners, including, without limitation, the dock, boat slips, pavilion, observation deck, fire pits, etc., located upon the Property, all of which are located at or upon the Property. Common Property includes but is not limited to the portions of the property described as roads, access easements, and common areas, as shown on that certain plat of survey as recorded in Plat Book 68, Pages 261-265, Union County, GA records.

## **ARTICLE TWO PROPERTY SUBJECT TO THIS DECLARATION**

- 2.1 EXISTING PROPERTY. The initial property subject to this Declaration upon the recordation hereof in the county public records, are the Property, said property being described on the plat of survey referenced herein and as specified in Exhibit "A" hereof.

## **ARTICLE THREE USE RESTRICTIONS**

- 3.1 SUBDIVISION OF LOTS. No Lot shall be subdivided.
- 3.2 COMMERCIAL USE. No Lot shall be used for any commercial activity or business except as otherwise provided in Article 3.27 of the Declarations of Covenants and Restrictions.
- 3.3 CONSTRUCTION OF HOMES. All homes and buildings must be completed within 12 months from the date construction commences.
- 3.4 DETACHED BUILDINGS. No more than one detached building shall be allowed per Lot and the detached structure shall be constructed in the same style and manner of the primary residence with regard to siding, style and roof color. Guest quarters shall be permitted above the detached garage, if approved by Union County. The detached garage may not be constructed prior the primary dwelling.
- 3.5 GARAGES. Each dwelling must have at a minimum a 2 car garage. Front loading garages are not permitted without written approval from the ARC. The ARC may grant a variance if the topography of the land dictates a front loading garage.

- 3.6 FENCES. Fences must be constructed of iron, aluminum or wood. All fences must be approved by the Association. No chain link, barbed wire or privacy fences allowed.
- 3.7 LANDSCAPING. All residents must do a reasonable amount of landscaping. The reasonableness of the amount of landscaping done is to be determined by the Association. Each lot shall be maintained in a neat and attractive condition including but not limited to mowing and/or weed eating so as not to become an eyesore to adjoining Lots.
- 3.8 PONDS AND WATER FLOW. No building of ponds, redirection or restriction of water flow in any creek, stream, branch, or spring is permitted. Maintenance of existing ponds, creeks, streams, branches, or springs is allowed.
- 3.9 LAND DISTURBING ACTIVITIES. No mining, quarrying, drilling, or other such land disturbing activities shall be permitted on any portion of said Property, provided, however, land disturbing activities as necessary for construction of road, trails, utility lines, house sites, driveways, septic tanks and drain fields shall be permitted so long as all disturbances for any and all such land disturbing activities are done in an environmentally sound manner with minimal impact on the sensitive water environment and resources including but not limited to (i) the construction and maintenance of all sedimentation fences, etc. necessary to prevent all sedimentation, siltation, erosion, etc. from entering into the said streams, branches and/or springs and (ii) taking all steps necessary to prevent chemicals and/or other pollutants from entering into the said streams and/or branches.
- 3.10 CUTTING OF TREES. Lot Owners shall make every effort to maintain as much of the natural tree canopy as possible. Cutting for views must be approved by the Association and Owners shall only remove 10 percent of the trees on their Lot without the prior written consent of the Association. Furthermore, no tree with a diameter of 8 inches or larger may be removed without the consent of the Association. All trees that have been cut must be entirely removed from Property immediately.
- 3.11 ANTENNAS AND SATELLITE DISHES. No large antenna or satellite dishes of more than 18 inches in diameter are permitted.
- 3.12 EROSION CONTROL. Owners must construct erosion control methods such as siltation fences and/or screens, etc. during the home building process.
- 3.13 NOISES. No loud or obnoxious noise, including but not limited to; incessant dog barking, loud music, auto or motorcycle exhaust, shall be permitted.
- 3.14 SIGNS. No advertising signs of any manner shall be permitted except during the 12 months of construction. During construction, one sign may be placed on the Lot

advertising the construction company's name. This sign shall not exceed 24 inches by 24 inches in size and shall be removed at the completion of the home. No more than one sign may be placed on a Lot at a time without written approval of the Association. The construction sign may not be placed on a Lot until construction commences.

3.15 FOR SALE SIGNS AND REAL ESTATE AGENTS The For Sale sign shall not exceed 36 inches by 24 inches in size. All For Sale by Owner signs must be professionally printed. Only one for sale sign is permitted on a Lot and no signs shall be placed at the entrance of the property or any common areas.

- (a) The Association reserves the right to restrict or ban real estate agents that do not comply with the rules and regulations of the Property.
- (b) The entrance gate code shall not be made public nor given out without the Association's approval.
- (c) All prospective clients must be accompanied by the listing real estate agent as they enter the Property. No persons shall be granted access to the Property without written permission or without being accompanied by the Property Owner or their licensed agent.
- (d) It is the responsibility of the existing Property Owner to notify the Association of their intent to sell their Lot and to supply the Association with the new Property Owners contact information.

3.16 PROPANE TANKS. All propane tanks shall be placed underground.

3.17 SEWAGE DISPOSAL. All septic systems shall be approved by the Union County, GA Health Department or its respective governing agent at the time of construction.

3.18 TEMPORARY STRUCTURES. No structure of a temporary character, such as a basement, trailer, tent, shed, shack, garage, barn or other outbuilding will be used on any Lot at any time as a residence whether temporarily or permanently. Provided, however, that this paragraph shall not be deemed or construed to prevent the use of temporary construction, shed, or trailer during the period of actual construction of any residential structure on the such property, or the use of adequate sanitary toilet facilities for workmen which may be provided during such construction. All temporary structures shall be removed upon occupancy of the primary dwelling. No outbuilding, garage, shed, shack tent, trailer or temporary building of any kind shall be erected prior to commencement of the construction process.

3.19 MOBILE HOME. No Mobile home of any type, single or double wide, shall be used or located on any lot at any time whether temporarily or permanently.

- 3.20 RESIDENTIAL USE. There shall be only one single family, private, residential dwelling per Lot. No further subdivision of Lots shall be permitted. No residence may be used as a school, church, kindergarten, or business/commercial enterprise of any type and no such activity shall take place on any parcel or Lot whether temporarily or permanently. No accumulation of discarded personal effects, debris, waste or garbage shall be permitted on any Lot at any time.
- 3.21 CLOTHESLINES. No clotheslines or outside drying area shall be placed on a Lot.
- 3.22 GARBAGE AND TRASH CONTAINERS. No parcel or Lot shall be used or maintained as a dumping ground for rubbish, trash, or other waste. All trash, garbage and other waste shall be kept in sanitary containers except as required during trash connection.
- 3.23 PETS. No animals, horses, livestock, cattle, goats, pigs or poultry shall be raised, bred, kept or maintained on any Lots, with the exception of household pets. Dogs, cats and other ordinary household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes. No pet shall be permitted outside the boundaries of the Owners Lot unless accompanied by their Owners and all pets must be on a leash.
- 3.24 RECREATIONAL VEHICLES. No recreational vehicle (RV) shall be used on a Lot as temporary or permanent residence, nor shall RV's be parked on subdivision roads within the development. RV's may be stored in the driveway of a dwelling for no more than three days out any thirty day period.
- 3.25 NUISANCES. No Lot shall be used in whole or in part for any illegal activity or for the storage of rubbish of any character whatsoever or for the storage of any property or thing that will cause such Lot to appear in any unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any Lot that will emit foul or obnoxious odors or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property.
- (a) No automobiles, trucks, or other motor vehicles without a current year license tag may be placed or allowed to remain on the Property at any time.
  - (b) No inoperative vehicle may be parked or stored upon a driveway for a period extending five days.
  - (c) No trail bikes, three and/or multi wheelers, dune buggies, all-terrain vehicles or other externally mounted engine vehicles shall be permitted in the development, including the Common Property, except for ingress and egress. Golf carts shall be permitted; however, all such vehicles shall be properly muffled so they do not

disturb other Property Owners.

- 3.26 TOWERS. No towers, of any kind, shall be erected.
- 3.27 LEASES. All rentals or leases of any property must be for a minimum of seven days in duration unless a lease for a shorter amount of time is approved by the Association. All leases must be in writing.
- (a) Under no circumstances may a lease be made for an outbuilding or guest quarters. Any usage of outbuilding or guest quarters must be as part of a lease of the entire property under the terms herein.
  - (b) Lot Owners are fully responsible for their tenants and must give written notice to the Association of their intent to lease or rent their Property. Additionally, the Association must be supplied with name of each lessee and their contact information. A temporary gate code may be required and used for lessees.
- 3.28 BOATS AND BOAT TRAILERS. Boats and boat trailers may be stored in the driveway of a house for no more than three days out any thirty day period. Boats and boat trailers may be stored in the garage or on a Lot, if, and only if, the boat or trailers are not visible from the adjoining Lots. Boats or trailers shall be removed immediately upon request of Association or Association.
- 3.29 CAMPERS AND TRAILERS. No campers or utility trailers may be stored on a Lot for more than two weeks per year unless they are stored in a garage. Camping is not permitted on any Lots prior to, during or after construction.
- 3.30 PERSONAL DOCKS. Dock permits shall be submitted for approval to the TVA (Tennessee Valley Authority).
- 3.31 PRIVATE SLIPS. Slips 5 through 12 at the community dock, are private ("Private Slips") and shall be used by the Slip Owner that owns that slip or by another Hidden Harbor lot owner who was expressly approved to use the slip by the Slip owner. "Private slips may be sold to any Hidden Harbor property owner. The purchaser shall not be required to purchase the lot with which the slip was associated with at the original sale or any subsequent sale. If a slip owner sells a slip to another Hidden Harbor lot owner then it is considered a private transaction and the Seller and Purchaser shall notify Association of the sale of any private slip and shall be responsible for notifying Union County Tax Assessor of the sale to adjust taxes. The Association shall not be responsible for any part of this transaction or bear any liability for the transaction except to keep a list of slip ownership. No person shall own or occupy a Private Slip unless they are a Hidden Harbor lot owner and a part of the Association.



- 3.32 COMMON DOCKS AND BOAT RAMP. Slips 1, 2, 3, 4, 13 and 14 are common use slips to be used by non-lakefront Property Owners and those without private slips. The boat ramp is for the sole use of the Property Owners and their guests. Boat trailers are not permitted to be parked on Common Property without Association approval.
- 3.33 OUT PARCEL ADJOINING LOT 55. The property owner that currently owns the land adjoining lot 55 shall have access to their property from the subdivision roads. For as long as they own this property, they shall have access to the Common Areas within the Property. They shall not be required to pay yearly dues, but they must comply with rules and regulations governing the common areas. If the property is conveyed to another, the new property owner must become part of the Hidden Harbor Property Owners Association and be governed by their rules. The new owners will be required to pay the yearly dues.
- 3.34 OUT PARCEL ADJOINING Lot 56 and the lot adjacent to LOT 56, without a number is owned by Union County and is intended to be used for a new fire department. Access to the site shall come off Harbor Blvd. A section of the existing fence shall be removed when the county commences construction on the property.
- 3.35 COMMON PROPERTY/COMMON AREA. There shall be no obstruction of the Common Property, nor shall anything be kept, parked or stored on any part of the Common Property without prior written consent of the Association, except as specifically provided herein. This includes, but is not limited to, parking in any of the roadways or streets that serve the community, or the cul-de-sacs, or the Common Areas.
- (a) Association shall not be liable for any damage or injury resulting from such use of the Common Area to the extent permitted by law.
- 3.36 COMMON PROPERTY ADJOINING LOT 20. This land adjoining lot 20 is intended to be used as additional parking for the lakefront Common Area, or shall remain in its current state and be used as a community park. The Association shall determine the use of this land. Association funds shall be used to construct the parking area if the land is to become extra parking.
- 3.37 DRIVEWAYS. Lots 53, 54 and 55 must access their property from within the subdivision and by the subdivision roads. No driveways shall be permitted to access directly from the highway.
- 3.38 LOT 19 ACCESS. Lot 19 will access their property via the community Common Area road. The Property Owner shall be responsible for any damage to the road

created during construction.

## ARTICLE FOUR BUILDING REQUIREMENTS

4.1 MINIMUM BUILDING REQUIREMENTS. The following shall be minimum requirements for construction of any improvement on any Lot. All construction plans shall be approved by the Association or the Architectural Review Committee ("ARC").

(a) Dwelling Size.

1. Lots 7 through 28 (lakefront lots) dwellings shall consist of no less than 1,600 square feet of heated floor space for a single story dwelling. Heated square footage shall not include porches, garages and basements. For a multi-level structure, the main level shall be no less than 1,400 square feet of heated floor space and the total dwelling shall have 1,800 heated total square or more. Except for an unusual lot, due to the topography, as determined by the ARC, the main level will never be a basement.
2. Lots 1, 2, 3, 4, 5, 6 and Lots 29 through 56 (non-lakefront lots) shall consist of no less than 1,400 square feet of heated floor space for a single story dwelling. Heated square footage shall not include porches, garages and basements. For a multi-level structure, the main level shall be no less than 1,200 square feet of heated floor space and the total dwelling shall have a total square footage of 1,600 heated total square or larger. Except for an unusual lot, due to the topography, as determined by the ARC, the main level will never be a basement.
3. All dwellings must have at minimum a two car garage.

(b) Construction. All dwellings must be assembled onsite or site-built and constructed of either brick, block, rock, wood or stucco. No vinyl or aluminum siding permitted. At least 10 percent of the exterior of the dwelling must have stone or brick applied.

(c) Color. The ARC shall attempt to keep the exterior color schemes in harmony with the natural surroundings, thus keeping a strong emphasis on earth tones. No bright colors permitted.

(d) Staining and Painting. Staining and/or painting of all exterior surfaces or improvements shall be adequately done by Lot Owner as needed or at least once every ten years. Log home exteriors shall be stained a minimum of every 3 years.

- (e) Roof and Pitch. All dwelling roofs shall have at least a 6:12 pitch. Dwellings must have a minimum of three different roof angles.
- (f) Driveways. All driveways and parking areas shall have a hard surface constructed of either concrete, asphalt or pavers. The hard surface must be completed within 12 months of construction commencement.
- (g) Buildings Location. All buildings must meet local building codes and setback requirements. The Front set back is 50 feet from the centerline of the road. The setback on each of the side of a dwelling is 10 feet. The back setback for the non lakefront lots is 10 feet. The back setback for lake front lots is the 1785 lake contour or 25 feet from the high water mark. In the event that there are no building codes for the area, the Southern Building Code will apply.
- (h) Garages. No front loading garages shall be permitted unless pre-approved by the ARC. Variances shall be granted, if and only if, the topography of the land warrants such a variance.
  - 1. Garage doors must be constructed of high quality material. Carriage doors are highly recommended and may be required.
- (i) Foundations. Dwelling foundations shall be finished with brick, stone, stucco or be built of split-face block that has the appearance of natural stone. No exposed block shall be permitted. All retaining walls shall be constructed of cement or cement blocks and finished to the same standards. Railroad ties shall not be permitted in the construction of retaining walls.
- (j) Utility Lines. All utility lines (including electrical, telephone and cable TV lines) shall be placed underground.
- (k) Property Appearance. The Owner of each Lot (whether vacant or occupied) in the subdivision shall maintain the Lot in a neat and attractive condition.
- (l) Swimming Pools. In ground pools are permitted with written approval of the ARC. You must have prior approval of the ARC and Union County prior to construction. No above ground pools shall be permitted. A pool pavilion is permitted with Association approval. Pools shall have at least 4 feet tall fences surrounding the entire pool area unless the fence is connected to the building.
- (m) Landscaping. Landscaping around dwellings shall be completed within three months of completion of construction.
- (n) Irrigation. Lawn irrigation is strongly encouraged.

- (o) Builders. All contractors and subcontractors must be approved by the Association or ARC prior to start of construction. The Association reserves the right to restrict or ban contractors and subcontractors from the Property if they are in violation of the rules and regulations.
- (p) Miscellaneous Controls. There shall be no window air conditioning units. No lattice shall be allowed on houses and no exposed concrete or block walls permitted.
- (q) ARC. The ARC shall have the full and complete authority to deny construction plans, at their sole discretion, if said plans do not represent the Community Wide Standard.

4.2 ARCHITECTURAL AND BUILDING CONTROLS. All building plans must be approved by the ARC. The ARC shall review the building plans to make sure they comply with the rules and restrictions. Exterior color, the style of the dwelling and the overall aesthetic appeal will be considered prior to granting approval. It is the aesthetic goal of this development that all improvements shall be uniform in appearance. All construction shall be in compliance with state and local building codes at all times. In the event that there are no building codes for the area, the Southern Building Code shall apply.

- (a) The standard for approval of building plans shall include, but not be limited to: (i) aesthetic consideration; (ii) materials to be used; (iii) compliance with the standards then in effect at the Property and widely adopted as the Community Wide Standard, this Declaration, or the design standards which may be adopted by the Architectural Review Committee (ARC); (iv) harmony with the external design of the existing buildings, lots and structures, and the location in relation to surrounding structures and topography; and (v) any other matter deemed to be relevant or appropriate by the Association, Board or ARC.
- (b) Before construction commences, Owners must present two copies of blue line schematic drawings to the ARC and a completed Architectural Control Checklist for approval. The ACC Checklist consists of the following;
  - i. Two copies of preliminary site plan disclosing location of all improvements to be placed upon Lot;
  - ii. Two copies of schematic drawings of home, locating improvements on Lot, showing elevation on all four sides, color schemes, building materials, and all site improvements;
  - iii. Proof of insurance, builder's risk, errors and omission, liability and workmen's compensation;

- iv. List of all subcontractors to be used during construction.
- (c) Upon receipt of a completed ACC Checklist, the ARC must respond within thirty days for final approval.
- (d) One copy of site plan and schematic drawings will be returned to Owner.
- (e) Property Owners are responsible for agents, employees, contractors and subcontractors.
- (f) Review and approval of any application pursuant to this Paragraph may be made on any basis, including solely the basis of aesthetic considerations, and the Board, the Association or the ARC, or member of any of the foregoing, shall not bear any responsibility for ensuring the design, quality, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes, zoning regulations and other governmental requirements. Neither the Board, the Association, or the ARC, nor a member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner, design or quality of approved construction on or modifications to any Lot.
- (g) The ARC shall have the authority and standing, on behalf of the Association, to impose reasonable fines and to pursue all legal and equitable remedies available to enforce the provisions of this Paragraph and its decisions.
- (h) The ARC shall have the complete authority to deny building plans at any time, as they see fit, if the plans do not meet the Community Wide Standard. These decisions shall be at the sole discretion of the ARC.

## **ARTICLE FIVE**

### **MAINTENANCE OF ROADWAY, IMPROVEMENTS, COMMON PROPERTY**

- 5.1 **ROADS.** The roads within Hidden Harbor Subdivision are and will remain Private Roads, and be maintained and repaired by the H H Property Owners Association, Inc.
- 5.2 **ROAD REPAIR.** Each Lot Owner covenant and agrees to participate and cooperate, on a pro rata basis, in the repair, replacement, maintenance and operation of the Private Roads and to maintain all slopes or other supports on all Lots for purposes of providing lateral support to the Private Road including, but not limited to, costs, repair and expenses. It is expressly acknowledged and understood by the Lot Owners that damage to the subdivision road caused directly by any construction or by or other activities of a particular Lot Owner shall be the responsibility of said Owner to repair. Said damage shall include, but not be limited to, that damage caused by irresponsible use of and/or loading on said road during adverse conditions.

- (a) Upon approval of the ARC of building plans submitted to it, pursuant to section 4.2 above, there will be due a \$1,500.00 Impact Fee, from each Lot Owner, for maintenance and road improvement. Any approval given shall be contingent upon receipt of this fee, whether specified or not in said approval. This fee shall be paid before any construction on said site shall begin. If a Lot Owner fails to pay this fee prior to the beginning of construction, the ARC may file a lien against the Owner's property for the amount owed plus penalties; withdraw any prior approval given, or any other remedies available at law or in equity. If the Impact Fee has not been paid within ten days of construction commencement the fee shall be increased to \$2,500.00.
- (b) Lot Owners shall be responsible for damage created to the Property by their contractors and sub-contractors. The amount due for such damage shall be determine by the ARC.
- (c) Association may keep this Impact money in a separate account, and keep an accurate accounting of how this money was used for road maintenance or other community property maintenance.

5.3 RESPONSIBILITY. Owners shall be solely responsible for any repairs, and costs of such repair, for the acts of their guests, invitees, agents or family members for damage to the Private Roads caused by gross negligence, intentional misfeasance of usage of the Private Road in a manner not constituting reasonable, ordinary, everyday or typical use of the Private Road. All such repair shall be completed in a timely and workmanlike manner.

5.4 MAINTENANCE OF COMMON PROPERTY/AREA. Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, all maintenance, repair, and replacement subject to any insurance then in effect, of all landscaping grass areas, paving, and other improvements, if any, situated on the Common Property.

- (a) Private slips shall be maintained by those individual owners and they are to be kept up to Community Wide Standards.

## **ARTICLE SIX EASEMENTS**

6.1 EASEMENT GRANTS. The following easements are hereby granted and/or reserved over, across, and through the property.

- (a) ROAD INGRESS AND EGRESS. There is hereby granted to all Lot Owners, their heirs, successors, and assigns, and to all Owners of the limited Common Area, their heirs, successors, and assigns, a reciprocal easement for ingress and egress across all roadways contained in the subdivision as well as access from the public roads to the subdivision roads.
- (b) PUBLIC EASEMENTS. Fire, police, health, sanitation, medical, ambulance and other public service personnel and their vehicles have a perpetual, non-exclusive easement of ingress and egress over and across all roadways contained in the subdivision for the performance of their respective duties.
- (c) GATED ENTRANCE. Hidden Harbor Subdivision shall have a gate across the entrance to the subdivision. Such gate and its use shall be governed by the Association and said gate shall not inhibit, in any way, the peaceful and unfettered enjoyment of the easements described herein.
- (d) UTILITY EASEMENTS. Association does hereby establish for the benefit of, and grant and convey to, the Owner of each Lot, a perpetual, nonexclusive easement appurtenant to each of the other Lots for the purpose of construction, installation, maintenance, repair, replacement, renewing, connecting into and use by such Owner of gas, telephone, power, water, sewer, or other utility lines serving any portion of a Lot within ten feet of the boundary line(s) of any Lot(s), provided there are no buildings or structures constructed in such areas. All such utility lines shall be installed and maintained below the ground level or surface of the Lots (except for such parts thereof that cannot be and are not customarily placed below the surface, such as transformers and control panels, which shall be placed in such location as approved by the Owner of the affected Lot).

## ARTICLE SEVEN

### HIDDEN HARBOR SUBDIVISION PROPERTY OWNERS ASSOCIATION

- 7.1 MEMBERSHIP. All parcels and Lot Owners shall become members of H H PROPERTY OWNERS ASSOCIATION, INC. ("Association") at time of closing. Each Lot shall enjoy one vote only regardless of whether the Lot is owned by multiple titleholders owning jointly.
- 7.2 MEETING. An Association meeting shall be called and convened each year at a time as set by the Board. Written notice of any meeting called shall be sent to all Association members not less than thirty days or more than sixty days in advance of the meeting. At the meetings the presence of members either in person or by proxies entitled to cast fifty percent of all votes shall constitute a quorum.

- (a) The acts approved by a majority of those present at a meeting either in person or by proxies at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration or By-Laws.

7.3 ASSESSMENTS. The initial annual Association assessment shall be four hundred dollars (\$400.00) per Lot, per year. This amount may be reviewed by the Association on an annual basis and increased as necessary to meet the needs as described herein. Any increase must be approved by a vote of seventy-five percent (75%) of lot owners.

- (a) The Lot Owners of each Lot owned within the Property, by acceptance of a deed, therefore, hereby covenants, whether or not it shall be so expressed in such deed, and is deemed to covenant and agree to pay the Association's annual assessments and special assessments subject to the terms of this paragraph.
- (b) Association shall keep the Annual Assessment funds in a separate account, and keep an accurate accounting of how this money was used.
- (c) Annual assessments are due the 1st day of January of each new calendar year.
- (d) No yearly assessment shall be required for Lot 56 and the lot adjacent to LOT 56. However, if Lot 56 and or the lot adjacent to LOT 56 are sold then the owner shall be required to pay the yearly Association dues if sold separately, or a dwelling is erected on the Lot.

7.4 ASSESSMENT PURPOSE. Annual assessments shall be used for road maintenance, landscaping the entrance gate, insurance premiums, taxes, utility fees, improvement or maintenance of the Common Property, or other purposes the Association later desires to use said assessments for that exclusively promote the recreation, health, safety and welfare of the residents in the subdivision; provided, however, the maintenance of Common Property and the payment of the insurance described above shall be given first priority over any other use of the Assessments that may be determined by the Association at a later date.

- (a) The annual assessment shall be used to mow the grass along the edges of the road as needed, to maintain community appeal.
- (b) The Common Property shall be mowed or landscaped as needed, to maintain community appeal.

7.5 SPECIAL ASSESSMENTS. Special assessments may be made for any lawful purpose by the approval of seventy-five percent (75%) of the members at the meeting once a quorum has been established.



## 7.5 DELINQUENT ASSESSMENTS.

- (a) If the annual or special assessments, or assessments for maintenance of Common Property, are not paid on or before fifteen 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 Association files a claim of lien on the public records of Union County, GA, against any Lot, a lien fee shall be added to the unpaid assessment and secured by the lien hereby created.
- (b) If the annual assessment is not paid within thirty days after the date when due, the assessment shall bear interest from the date of delinquency at the rate of fifteen percent (15%) per annum, or the maximum allowed by law, whichever is less. The 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 is brought. In addition, if the annual assessment is not paid within thirty days after the date when due, then the Owner shall lose right to use of the Common Property (excluding subdivision roads) until such time as assessments are paid in full.
- (c) The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien; however, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.
- (d) The Association shall upon demand at any time furnish to any Lot 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.

## 7.8 INSURANCE.

- (a) The Association shall obtain a public liability policy applicable to the Common Property covering the Association and its members for all damage or injury caused by the negligence of the Association, or the Board or any of its members or agents in their

capacities as such, and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall have a combined single limit of at least one million dollars (\$1,000,000.00). The Association shall be responsible to ensure this policy stays intact.

- (a) The Association shall obtain a policy to cover the replacement of any amenities within the Common Property if destroyed.
- (b) Insurance coverage obtained by the Association shall be written in the name of the Association, as trustee, for the respective benefitted parties, as further identified in subparagraph (ii) below. Such insurance shall be governed by the provisions hereinafter set forth;
  - (i) All policies shall be written with a company licensed to do business in Georgia;
  - (ii) All policies on the Common Property shall be for the benefit of the Association and its members. Any policies covering improvements on Lots shall be for the benefit of Lot Owners and their Mortgagees, as their interests may appear;
  - (iii) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Board; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto;
  - (iv) In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual Lot Owners, occupants, or their Mortgagees, and the insurance carried by the Association shall be primary;
  - (v) All casualty insurance shall have an inflation guard endorsement and an agreed amount endorsement if these are reasonably available and all insurance policies shall be reviewed annually by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the county where the property is located;
  - (vi) The Board shall be required to make every reasonable effort to secure insurance policies that provide for the following;
    - (1) a waiver of subrogation by the insurer as to any claims against the Association, the Association's manager, the Owners and their respective tenants, servants, agents, and guests;
    - (2) a waiver by the insurer of its rights to repair and reconstruct instead of paying cash;
    - (3) a provision that no policy may be canceled, invalidated, suspended or subjected to non-renewal on account of any one or more individual Owners;
    - (4) a provision that no policy may be canceled, invalidated, suspended, or subjected to non-renewal on account of any

defect or the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect or to cease the conduct and the allowance of a reasonable time thereafter within which a cure may be effected by the Association, its manager, any Owner or Mortgagee;

- (5) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and
- (6) that no policy may be canceled or substantially modified or subjected to non-renewal without at least thirty days prior written notice to the Association.

7.9 REPAIR AND RECONSTRUCTION. In the event of damage to or destruction of all or any part of the Common Property as a result of fire or other casualty, unless at least seventy five percent of the Lot Owners vote not to proceed with the reconstruction and repair of the structure, the Association or its duly authorized agent shall arrange for and supervise the prompt repair and restoration of the damaged structures.

- (a) Cost Estimates. Immediately after a fire or other casualty causing damage to the Common Property, the Association shall obtain reliable and detailed estimates of the cost of repairing and restoring the structures to substantially the condition which existed before such casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Such costs may also include professional fees and premiums for such bonds as the Association determines to be necessary.
- (b) Source and Allocation of Proceeds. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, as determined by the Association, or if at any time during the reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, a special assessment shall be made against all of the Lot Owners without the necessity of a vote of the members. If after repair and reconstruction is completed there is a surplus of funds, such funds shall be common funds of the Property to be used as directed by the Board.
- (c) Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the plans and specifications under which the structures were originally constructed, except where changes are necessary to comply with current applicable building codes or where improvements not in accordance with the original plans and specifications are approved by the Association.
- (d) Construction Fund. The net proceeds of the insurance collected on account of a casualty and the funds collected by the Association from assessments against Lot

## ARTICLE EIGHT

### PROPERTY RIGHTS IN COMMON PROPERTY

- 8.1 USE OF COMMON PROPERTY. There shall be no obstruction of the Common Property, nor shall anything be kept, parked or stored on any part of the Common Property without prior written consent by the Association, except as specifically provided herein.
- (a) Anyone who uses a portion of the Common Property hereunder shall assume, on behalf of himself/herself/themselves and his/her/their guests, occupants and family, all risks associated with the use of the Common Property and all liability for any damage or injury to any person or thing as a result of such use. Neither the Board, nor Association shall be liable for any damage or injury resulting from such use unless such damage or injury is caused solely by the willful acts or gross negligence of the Board or the Association, its agents or employees.
  - (b) Users of the Common Property must remove all trash immediately. Upon use of the fire pit or grills, the user must clean or remove all debris, ashes, burnt logs, etc. Trash shall not be deposited into the lake, Common Areas or Lots.
  - (c) The community slips (1, 2, 3, 4, 13 and 14) shall be used on a temporary basis. Lot Owners may leave their boat tendered to the dock for overnight purposes, if and only if, space is available. The slips are intended for day-use only, and the Association may create a standard use protocol for the slips, to be implemented and observed by all Lot Owners, if all the slips are occupied.
  - (d) Only boats owned by Lot Owners shall be permitted to use the community slips.
  - (e) Private slips (5 through 12) shall be used and maintained by the Owner of that slip.
- 8.2 EASEMENT OF ENJOYMENT. The rights of access to and from the Common Property shall include the right of the benefitted parties to the use of said Common Property for recreational purposes, use of the subdivision roads, and the right to repair and maintain the same.
- (a) Except as provided in 8.3, the benefit of the aforementioned easement right shall be a covenant running with the land and appurtenant to the Ownership of lots within said subdivision, and may not be transferred, assigned or separately conveyed to any person, or entity which does not own title (equitable or legal) to one or more Lots within said subdivision.
- 8.3 TITLE TO COMMON PROPERTY. The roadways and common areas have been conveyed to the Association. However, title was conveyed subject to the following covenant which shall be deemed to run with the land and shall be binding upon the

Association, its successors and assigns:

- (a) 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. The maintenance and repair of the Common Properties shall include, but not be limited to the repair of damage to roadways, walkways, outdoor lighting, fences, stone work and landscape maintenance.
- (b) This section shall not be amended to reduce or eliminate the obligation for maintenance and repair of the Common Property.

## ARTICLE NINE ENFORCEMENT AND DURATION


- 9.1 ENFORCEMENT. If a Lot Owner of Hidden Harbor Subdivision violate any of the covenants set forth in this Declaration, it shall be lawful for any person owning real property in the subdivision, or the Association, to prosecute any proceeding at law or in equity against any person or persons violating any of such covenants and either to prevent such Owner from so doing or to recover damages for such violations, or both.
- 9.2 AMENDMENT. 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 their heirs, successors and assigns, provided, however that the Association retains the absolute right to amend this declaration, as it may deem necessary. The Association shall have the right to amend these covenants by approval of the Owners of seventy-five percent (75%) of the Lots. subject to this declaration; provided, however, that the parcels and Lots shall NOT be divided into smaller tracts than as shown on the plats of survey referenced above and the land designated as Common Area shall NOT be sold and shall not be used for residential or commercial purposes during the duration of these covenants and restrictions. All amendments to the Declaration shall become effective when voted upon unless a later effective date is specified in the amendment.
- 9.3 DURATION OF COVENANTS AND RESTRICTIONS. These covenants and restrictions shall run with said land and shall be binding upon all portions and all persons claiming under them perpetually.
- 9.4 BINDING OF HEIRS, ETC. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the Association and Owners and their respective heirs, administrators, executors, legal representatives, successors and assigns. Time is of the essence in each and every provision of these Agreements.

**ARTICLE TEN  
RESERVATION BY ASSOCIATION OF EASEMENTS**

- 10.1 EASEMENTS. Association hereby reserves that its heirs, successors and assigns, all necessary licenses, rights, privileges and easements over, under, upon, through and across the Property to, including without limitation, (i) use said Property for rights-of-way and easements to erect, install, maintain and use electric and telephone lines, wires, cables, conduits, water mains, pipes, and other suitable equipment for the conveyance and use of electricity, telephone equipment and service, cable, television, water or other public/private conveniences or subdivision utilities; (ii) to access the Property for purposes of development and construction; and (iii) 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 Hidden Harbor Subdivision; provided, however, that said reservation and right shall not be considered an obligation of Association to provide or maintain any such utility, development or service. Association 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 Property. All easements, rights-of-way, rights, licenses and privileges herein reserved in Association shall be binding upon the Property and shall inure to the benefit of Association, its heirs, successors and assigns until such time as Association has quit claimed all its interests in the Property by filing such quit claim document with the Clerk of Superior Court of Union County, GA for purposes of recording same on the deed records of the county.

SO EXECUTED this 11 day of June, June 2019.

H H PROPERTY OWNERS ASSOCIATION, INC

 (SEAL)  
By: Robert Potenza, President

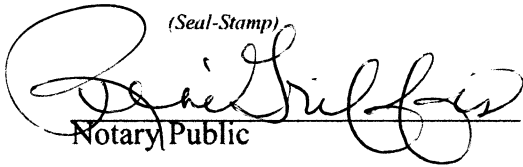
witness 

STATE OF Georgia  
COUNTY OF Guinnett

I, Gene Berffis a Notary Public of the County and State aforesaid, do hereby certify that Robert Potenza, personally came before me this day and acknowledged that he is the

President of H H PROPERTY OWNERS ASSOCIATION, INC and further acknowledged execution of this Declaration of Covenants, Restrictions, Property Owners Association and Limitations Running With The Land For Hidden Harbor Subdivision on behalf of H H PROPERTY OWNERS ASSOCIATION, INC.

Witness my hand and official seal, this the 11 day of June 2019.

*(Seal-Stamp)*  
  
Notary Public

My commission expires: 12-10-2021

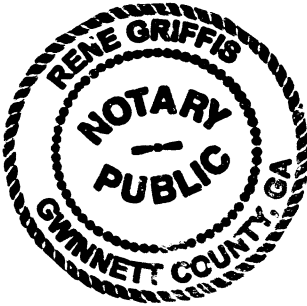


EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lots 137.138,151 and 152, 9<sup>th</sup> district, 1<sup>st</sup> section, Union County, Georgia and all being all of the lots depicted on that plot survey for Hidden Harbor by Blue Ridge Mountain Surveying, Inc., RS 3007, dated June 22, 2016 as recorded in Plat Book 68, pages 261-26, Union County, Georgia records within which system is incorporated herein by reference and made a part hereof.