



## 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.

GEORGIA, Gilmer County  
 Clerk of Superior Court  
 Filed for Record 9-19-03  
 At 2:00 P.M. Recorded 9-30-03  
 Book 992 Page 191  
*Blenda Ann Johnson*  
 Clerk of Superior Court

Return recorded document to:  
 Cary D. Cox, PC  
 P.O. Box 748  
 Blairsville, GA 30514

STATE OF GEORGIA  
 COUNTY OF UNION

DECLARATION OF RESTRICTIONS, LIMITATIONS,  
 AND COVENANTS RUNNING WITH THE LAND

WHEREAS, Hidden Valley Estates, LLC, the holder of the legal title to the below listed subdivision known as "HIDDEN VALLEY ESTATES SUBDIVISION", Land Lots 21 & 22, 6th District, 2<sup>nd</sup> Section, Gilmer County, Georgia and being more particularly described as:

**All that tract or parcel of land lying and being in Land Lots 21 & 22, 6th District, 2nd Section, Gilmer County, Georgia, being Block A, containing 57.752 acres (19 Lots) and Block B containing 23.957 acres (8 Lots) of Hidden Valley Estates Subdivision as shown on a plat of survey by Land Tech Services, Inc. dated 02/26/03, recorded in Plat Book 40, Page 218-A, Gilmer County, Georgia records.**

The purpose to 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 herein after set out are to run with the land and shall be binding upon all parties and persons owning lots in HIDDEN VALLEY ESTATES SUBDIVISION 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 herein after set out, it shall be lawful for any other person owning real property situated in said subdivision to prosecute any proceeding at law or in the equity against any 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 otherwise affect any of the provisions, which shall remain in full force and effect.

1. **LAND USE:** All lots or tracts shall be used for single family residential purposes only.
2. **SUBDIVISION:** No lot shall be re-subdivided in lots or tracts, without prior approval from

developer or homeowners association after same goes into effect. All lot sizes shall meet all local ordinances.

3. **TEMPORARY STRUCTURE:** No structure of a temporary character shall be placed upon any portion of the property at any time, for a period longer than 10 days, provided however, that this prohibition shall not apply to shelters used by contractors during the construction of any dwelling. All temporary structures will be removed within one year. No temporary structure may or shall be used as a dwelling or residence.

4. **DWELLING TYPE:** No mobile home, outbuildings, trailers, motor homes double wide trailers, concrete block houses or relocated older homes or any other similar structure shall be used on any tract for a residence other than a temporary basis, during construction of a permanent home as set out in number 3 above.

5. **DWELLING SIZE:** All residences of any type, constructed on any lot shall have at least 1000 square feet of heated space on the main floor, exclusive of any carport, garage, basement, deck, patio, and open porch.

6. **OUTSIDE STRUCTURE:** Any outside structure, including fences and outbuildings, shall not be erected without prior approval from developer or homeowners association.

7. **EASEMENTS:** All owners shall allow extensions of utility easements as such become necessary for water, sewage, electricity and telephone to adjacent lots, provided all grounds are returned to their original condition. All lots subject to subdivision easements. 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 agent's or servants and hereby waived by the lot owners.

8. **ROAD MAINTENANCE DURING CONSTRUCTION:** It is explicitly understood by the lot owners that damage to the subdivision roads caused directly by ongoing construction of a particular owner shall be the responsibility of said owner to repair. All roads are the responsibility of the owners unless deeded to the County.

9. **COMMERCIAL ACTIVITY:** No lot shall be used for commercial activity or business.

10. **UTILITY LINES:** All new utility lines (including electrical, telephone and cable TV lines) placed after the date of recording of this document, shall be placed underground.

11. **ANIMALS:** No lots shall be used to raise or keep commercial or personal livestock. Domestic animals, including horses, shall be allowed so long as same is approved by County and is in compliance with county ordinances.

12. **CONSTRUCTION:** When the construction of any building begins, work thereon must proceed diligently and must be completed on the outside within six (6) months from the start thereof and totally completed within twelve (12) months. No outbuilding, garage, shed, tent, travel trailer, or temporary building of any kind shall be erected prior to commencement of the erection of a

residence, as is permitted hereby, and no outbuilding, garage, shed, tent, travel trailer, basement, or temporary building shall be used for permanent or temporary residence purposes; provided that this paragraph shall not be deemed or construed to prevent the use of a temporary construction shed, or trailer during the period of actual construction of any residential structure of such property, or the use of adequate sanitary toilet facilities for workmen which may be provided during such construction. In the event, during the construction, the homeowner creates the necessity of the Developer to cleanup roadways on property, Developer shall have the right to bill the owner a reasonable fee for cleanup. Property owners shall be responsible for complying with all E.P.A. County, State, Federal and local laws.

13. **DUMPS:** 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 an 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 the surrounding property. Also, no automobiles, trucks, or other motor vehicles without a current years license tag may be placed on the property.

14. **SET BACKS:** No building or any part thereof, including garages and porches, shall be erected on any lot closer than twenty (20) feet to the line bordering any subdivision road, or closer than ten (10) feet to either side of lot line. Where two or more lots are acquired as a single building sit, the lot lines shall refer only to the lot lines bordering the adjoining property owners.

15. **EXTERIOR FINISH:** Exterior finish must be of a permanent type such as brick veneer, masonite, wood siding, log house, and other architecturally compatible dwelling types. The exterior finish on the siding shall be material and color that blends with the surroundings. No building may be constructed of concrete or other block, unless stuccoed. It is the intent and purpose of this restriction to insure that all dwellings shall be "quality" workmanship and materials. Metal roofs are to be a painted finish. No vinyl siding shall be allowed.

16. **SIGNS:** No signs of any type shall be displayed to public view on any portion of said property except one sign advertising the property for sale, or a temporary builder sign. Said sign shall not be any larger than 36" x 36". An exception shall be that the owner, developer of said property shall be allowed larger "For Sale" signs for the initial sale of the property. All such signs shall be professionally lettered and neatly installed.

17. **GROUNDS:** The grounds of each lot (whether vacant or occupied) shall be maintained in a neat and attractive condition.

18. **MAINTENANCE:** Each lot owner shall pay Three Hundred and 00/100 Dollars (\$300.00) per year for the upkeep of roads and road right of ways to be paid to the developer or to the homeowners association, when and if formed after sixty (60%) percent of the lots have been sold. Each lot owner will be responsible for maintaining and mowing their own lot. Open land must be mowed no less than once a month during the spring and summer.

19. **TIME LIMITS:** These covenants and restrictions shall run with said land and shall be binding upon all portions and all persons claiming them for a period of twenty-five (25) years from date at which time said covenants shall be automatically extended for a successive ten (10) years

unless an instrument signed by a majority of the then recorded owners of the land agree to change said covenants in whole or in part is executed and recorded. These covenants may sooner be changed at any time if all of the then owners agree.

20. **ENFORCEMENT:** Enforcement of the covenants and restrictions contained herein and of any other provisions hereof shall be by any appropriate proceedings at law or in equity against any person or persons violating or attempting to violate said covenants and restrictions or provisions, either to restrain violation; to enforce personal liability, or to recover damages, or by any appropriate proceeding at law or in equity against the land to enforce any lien or change arising by virtue thereof. The failure of developer, or any lot owner to enforce any of said covenants and restrictions or other provisions shall in no event be deemed a waive of the right to do so thereafter.

21. **SEVERABILITY:** Whenever possible, each provision of this declaration shall be interpreted in such manner as to be effective and valid, but if any provision of this declaration or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provisions of the application of any provision which can be given effect without the invalid provision or application, and to this end, the provisions of this declaration are declared to be severable.

22. **RESTRICTION:** These covenants and restrictions shall be recorded in the deed records of Gilmer County, Georgia, and shall run with said land and shall be binding upon all persons claiming under them for a period of twenty-five (25) years from the date of recording after which time, said covenants shall be automatically extended for a successive period of ten (10) years unless an instrument signed by a majority of the then owners of record of the land agree to change said covenants and restrictions, in whole or part. Exception: **The Developer reserves the right to change these covenants and restrictions at any time deemed necessary until seventy-five (75) percent of the lots have been sold.**

IN WITNESS WHEREOF, the owners hereby affix their hands and seal this 12<sup>th</sup> day of September, 2003.

HIDDEN VALLEY ESTATES, LLC

By: [Signature]  
Thomas C. Colwell

By: [Signature]  
J. Darren Rowan

[Signature]  
Witness

Sworn to and subscribed before me this

12<sup>th</sup> day of September, 2003.

[Signature]  
Notary Public

