



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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Fannin Co. Clerk of Superior Court
DANA CHASTAIN Clerk of Courts
EK 745 PG 803-810

WHEN RECORDED RETURN TO:
Kenya L. Patton, P.C.
438 Sears Way
Blairsville, GA 30512

STATE OF GEORGIA
COUNTY OF UNION

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR
HIGH MEADOWS SUBDIVISION

DECLARATION OF HOMEOWNER'S ASSOCIATION (HOA) FOR
HIGH MEADOWS SUBDIVISION

ROAD EASEMENT AND UTILITY EASEMENT FOR
HIGH MEADOWS SUBDIVISION

WATER USE, MAINTENANCE AND EASEMENT AGREEMENT FOR
HIGH MEADOWS SUBDIVISION

This DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR HIGH MEADOWS SUBDIVISION, DECLARATION OF HOMEOWNER'S ASSOCIATION FOR HIGH MEADOWS SUBDIVISION, ROAD EASEMENT AND UTILITY EASEMENT AGREEMENT FOR HIGH MEADOW SUBDIVISION, WATER USE, MAINTENANCE AND EASEMENT AGREEMENT FOR HIGH MEADOW SUBDIVISION and CONTROLLED ACCESS PROVISIONS FOR HIGH MEADOWS SUBDIVISION is made this 14 day of September 2006, by Huge Views, L.L.C..

WITNESSETH:

WHEREAS, Declarant is the fee simple owner of all the tract or parcel of land lying and being in Fannin County, Georgia, and being more particularly described below with any additional property added hereto by amendment (hereinafter referred to as the "Submitted Property"), said property being further described as follows:

All that tract or parcel of land lying and being in Land Lots 229 & 240, 8th District, 1st Section, Fannin County, Georgia, containing 57.076 acres as shown on a plat of survey by Cleveland & Cox Land Surveying, Inc., RS #2894, dated 07/19/06 and recorded in Plat Hanger D-355 page 1-4 Fannin County records, which description on said plat is hereby incorporated by reference and made a part hereof.

The property is subject to the road easement and the powerline easement as shown on said plat.

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Grantor grants grantee a non-exclusive, perpetual easement for ingress and egress to the above property along the road easement running from Sparks Road, as shown on said plat.

**DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS FOR HIGH MEADOWS SUBDIVISION**

1. The exterior of all structures to be constructed on any of said lots shall be completed within one (1) year from date that a permit is issued by the Fannin County Health Department for a Septic System or a permit is issued by the Fannin County Land Development office for construction whichever permit occurs first. Outside landscaping must also be completed within the same one (1) year time period, completed landscape meaning that all areas are covered with natural growth, grass, sod, shrubs, trees and/or mulch. No bare dirt shall be exposed except during construction.
2. No dwelling shall contain less than 1,200 square feet of heated living area (not containing any footage in the basement of the home, and with no less than 1,000 square feet of heated living area on the main floor), exclusive of garages, basements, covered walks, open and/or screened porches, patios, terraces, pool areas or other similar areas, and all exterior surfaces shall be covered in a fashion to blend with the natural environment of the submitted property, including both but not limited to paint, stone combinations, wood or log (log siding is permissible, but no sheet materials, including but not limited to T-111, but all in earth tones and no stucco shall be allowed. Roofing material must be factory painted metal (no original tin-colored roofs allowed), slate, cedar shakes, or architectural shingles. No white, light or bright colored roofing allowed. No vinyl siding may be used.
3. 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 or adjacent to any Lots in the subdivision. All vehicles shall have current license plates.
4. No mobile, modular, prefab home or homes constructed or relocated in whole or in part will be allowed on any Lot. No prefabricated outbuildings shall 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). The owner of a lot may erect an attached garage or outbuilding if the structure is fashioned in appearance and likeness to the design of the main residence. Any garage or outbuilding will be enclosed completely.
5. Trailers and Commercial Vehicles - No parking of any travel trailer, or motor home (unless, in the case of a travel trailer or motor home, said travel trailer or motor home, is housed in a completely enclosed garage), truck (excluding pickup truck), camper, tent, or other similar vehicle shall be placed on the property at any time for a period exceeding forty-eight (48) hours. No industrial, commercial or farm equipment or vehicles, including without limitation dump trucks, moving 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.
6. No animal, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that 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. Large and/or potentially vicious breeds of dogs are specifically excluded, and may not be raised, bred or kept on any lot. Any animal must be under control of the owner at all times.
7. 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 surface grade of surrounding lots unless approved by the Architectural Review Board.

8. Driveways, landscaping and the general appearance of an owner's lot shall be maintained in good order. To prevent mud and other debris from being trucked onto the street, a construction drive must be installed prior to beginning construction on the foundation and maintained until the permanent drive is completed. All permanent drives must be surfaced in a fashion to minimize impact on subdivision roads at the point of intersection with same.
9. 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 therefore, which must be at least five (5) feet from any Lot line.
10. Homeowners shall be responsible for the acts of their employees, sub0contractors, suppliers and other person or parties involved in construction or alteration of a home site. In this regard, homeowners shall be responsible for ensuring:
 - a. That the construction is kept clean and free of debris and waste material.
 - b. That stockpiles of unused materials are kept in a neat and orderly fashion.
 - c. That a freestanding, enclosed toilet (Port-a-Pot) be installed on the lot prior to beginning construction of the primary residence and removed as soon as residence is completed.
 - d. That no lot clearing debris or waste material is disposed of by burning or burying on any lot (Exception: Developer may clear and burn as needed to improve the appearance of the subdivision.)

Any damage to subdivision roads or other common property during construction of a new home shall be the responsibility of the homeowner. Should the damage caused remain non-repaired ten (10) days after certified notice is given to the homeowner, the Homeowner's Association shall be entitled to have the repairs completed and lien (in the manner shown below for assessments) shall be placed on the homeowner's lot for the amount of said repairs.

11. All lots shall be used for residential purposes only and no business or businesses shall be carried on upon ant Lot at any time, with the exception that rentals of homes in the submitted property shall be allowed for a period not to exceed thirty (30) consecutive days, and said homes not to be used as rental residential residences. For any rental made, there shall be an adult over the age of twenty-five (25) onsite at all times there is a person or persons less than twenty-five (25) years of age onsite. The owner of the property shall remain responsible for conduct of guests and their compliance with these covenants. There shall also be an exception for home-based businesses involving no retail traffic or storage of inventory or equipment.
12. No utility trailer, junk nor household appliances shall be kept, stored or repaired in plain view on any lot, except that such may be kept, stored, or repaired in an enclosed building so as not to be subject to view by lot owners or from subdivision roads.
13. Satellite Dishes / Antennas - Satellite dishes thirty-six (36") inches or less in diameter are permitted, but no satellite dish greater than thirty-six (36") shall be allowed. No external antennas shall be permitted on any lot. No antenna or satellite dish may be visible from any subdivision street.
14. Outdoor lighting - All outdoor lighting shall be shaded and directed such that the light therefrom is directed to fall only on the same premises where light sources are located.
15. Clotheslines - No garments, laundry, rugs or other articles may be aired or dried on any Lot.
16. Personal recreational vehicles such as motorcycles or ATV's shall be operated in a safe manner at a moderate speed (not to exceed 15 m.p.h.), and shall be operated in a fashion such that they are not a nuisance to the comfort, convenience and peaceful enjoyment of adjoining properties by their owners.
17. Construction - construction on any lot shall be only permitted during the hours of 7:00 a.m. and 7:00 p.m.

Monday thru Saturday. Construction shall not be permitted on Sunday.

18. No structure shall draw power from a temporary pole except as necessary for the construction of a permanent home. Power shall be hooked up permanently, and all power must be run underground.
19. No barbwire or chain link fencing shall be allowed. Fences are made of wood, brick, stone are permitted as long as they are done in earth tones and compliment the main residence. Fences shall be no higher than four (4) feet. The only exception is the installation of a privacy fence around an in-ground pool.
20. Playground equipment and/or children's toys shall be located behind the dwelling.
21. No lot owner may remove or top more than fifty (50%) percent of existing tree growth; said fifty percent to be distributed equally over the entire acreage of any lot, with the exception that clear cutting shall be permitted for purposes of construction of a permanent dwelling house to an area not to exceed fifteen (15) feet out (in all directions) from the foundation of the structure, plus any attached decking. Only the Architectural Review Board may exceed these dimensions.
22. No lot shall be used in whole or in part for any illegal activity. No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, or 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. No substance, thing or material shall be kept on any lot that will emit foul or obnoxious odors or that will cause noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property.
23. All fuel storage tanks, outdoor pools (which are subject to the Architectural Review Board's review and only by approval of same), utility lines (including electrical, telephone, gas, water and cable television) or any wire or pipe shall be installed and maintained underground).
24. Mail receptacles must be constructed with similar material as used on the exterior of the main residence.
25. Declarant herein grants, to all owners of the above referenced lots, all necessary easements for installation and maintenance of all current and future utilities, with said installations contemplated (but no limited) to be within an area adjacent to the road system. Only Declarant, his heirs and assigns shall be empowered to ever grant utility easements to properties not included in the "submitted property" as described above.

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 by the developer or any of their agents or servants are hereby waived by lot owners.
26. No portion of the above described "submitted permitted" may be used to provide access to any property not a part of the "submitted property". Developer may extend roads to access other property.
27. No sign of any kind shall be displayed to the public view on any lot except such signs as comply with the provisions hereof and provisions of the Fannin County sign ordinance in effect at the time. Builders may display such signs as normally utilized to advertise the property during the construction and sales period. After the 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 sell said lot of a type used by Brokers in the area, with the usual wording, such sign to be no more than four (4) 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.
28. No parcel, or its configuration, as originally sold and conveyed by Declarant, shall be thereafter altered in size or configuration, or subdivided, by any parcel owner or his successors and assigns, provided that, Declarant reserves the unconditional right to alter the size or configuration, subdivide, or create new parcels, and/or to replat any unsold parcel, prior to its original sale and transfer to the parcel owner, and in such case any such altered or newly created parcels shall be subject to these covenants.

**DECLARATION OF HOMEOWNERS' ASSOCIATION FOR
HIGH MEADOWS SUBDIVISION**

All lot owners become members of the High Meadows Owners Association at time of closing. Said association is currently not incorporated. The same may be incorporated by a vote of 51% of the lot owners. There shall be one vote per lot. In the event of joint ownership of a lot, the vote may be exercised by only one of the joint owners. The Declarant and its successors are all members of the Association until all Lots are sold.

Into this association it is hereby quitclaimed, transferred and conveyed all roadways, common areas, and any common amenities and utilities as shown on said recorded plat.

An Association meeting shall be called and convened each year at some time during the month of July or August. The Declarant will preside as temporary chairman at the first Association meeting until a Board of Directors is elected. Written notice of any meeting called shall be sent to all Association members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the meeting the presence of members either in person or by proxies entitled to cast sixty percent (60%) of all the votes shall constitute a quorum.

ASSESSMENTS. The Declarant, for each Lot owned within the Property, hereby covenants, and each owner of any lot 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 association annual assessments and special assessments.

The annual assessments, together with interest costs and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment fell due. The personal obligation of delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

ASSESSMENT PURPOSE. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties, for the improvement and maintenance of the Common Area (if any shown on the recorded development deed), and of the homes situated upon the Properties. The assessments shall also be used to pay for liability insurance and taxes on roadways and common areas.

FEES INCURRED. All costs and expenses incurred by such a party in exercising its cure rights under the Agreement, including, without limitation, reasonable attorney's fees, shall be paid to the incurring party by the defaulting party upon demand. In the event such costs and expenses incurred are not reimbursed within forty-five (45) days of the demand for payment of same, such costs and expenses shall bear interest at the rate of the lesser of the maximum amount permitted by application law or twelve (12%) percent per annum from the date of such demand.

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 assessments as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

The Owner's Association shall have the right from the time to time to amend these restrictions and covenants by a vote of two thirds of the lot owners. Any such amendments shall be recorded on the Deed Records of Fannin County and cross referenced to the within document.

ROAD MAINTENANCE ASSESSMENTS

Personal Obligation of Assessments: Claim of Lien: All purchasers of Lots within High Meadows by acceptance of a deed therefore, whether or not it shall be so expressed in such deed are deemed to covenant and agree to pay to an Association or group of lot owners formed for the purpose of administering said funds, (1) Annual assessments or charges for regular road maintenance within said development (including all roads shown on the above-described survey); and (2) special assessments for emergency repairs to said roads within said development these assessments to be established as follows:

1. For annual assessments for regular road maintenance: Each new owner shall pay a yearly fee for use for regular road maintenance (to begin at \$200.00 per year per lot owned to be prorated for the remainder of the year at the closing of the initial sale of the lots). This amount shall be paid on or before January 1 of the year if the assessment. Any amount not paid by January 10 will incur a 10% late charge and will become a lien on the property at the interest rate of Prime plu 3% as published in the Wall Street Journal, prime re-computed on a quarterly basis (for the upcoming three months).

2. By a majority vote of all lot owners, special assessments for emergency repairs or upgrades to said road shall be established, with each lot owner responsibility for a pro-rata share of said approved emergency assessment (one share per lot owned).

The annual and special assessments, together with interest and costs of collections including reasonable attorney 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. Ease such assessment, together with interest costs of collection and reasonable attorney's fees shall also be the person obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for such delinquent assessments shall also pass to his successors in title provided a claim of lien has been recorded in the public records of Fannin County giving notice to all persons that a claim of lien upon the Lot is being asserted prior to the conveyance of title to the Lot. Said claim of lien shall state the description of the residence the name of the record Owner thereof, the amount due and the date when due and the lien shall be signed and verified by 1) an officer of the Homeowners Association (if said Association has been established) or 2) by a representative of a majority of the lot owners in the development. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien said satisfaction being executed either 1) by the record individual filing the lien, 2) an officer of the Homeowners' Association (if said Association has been established) or 3) by signatures indicating a majority of all lot owners. 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. During the period of ownership of any lots by Declarant, no assessments or fees shall apply to Declarant and/or its lands.

All roads in High Meadows are private roads. All roads at the time of the recording of this document, are designed and constructed to meet the road requirements of Fannin County Land Development Ordinances . Maintenance of roads shall be the responsibility of the Home Owner's Association. Any changes, modifications, additions or improvements to the roads shall meet the requirements of the Fannin County Land Development Ordinances.

RESERVATION BY DECLARANT OF ROAD AND UTILITY EASEMENT

The Declarant hereby reserves unto themselves, their successors and assigns all necessary licenses, rights, privileges and easements over, upon and across all 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, cable, 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 grading 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 complete in an orderly and economic manner the development of all present and future phases of High Meadows; provided however that said reservation and right shall not be considered an obligation of the Declarant to provide or maintain any such utility, development or service. Declarant 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. Finally, the Declarant reserves the right to establish and continue to use any sales offices, signs, or parking spaces located on the property in its effort to market the development. The easements and rights-of-way herein reserved shall continue in existence in favor of the Declarant until conveyance of all lots in High Meadows has occurred and Declarant has filed a written EXTINGUISHMENT OF EASEMENT document with the Clerk of Superior Courts for Fannin County.

ROAD EASEMENT FOR HIGH MEADOW LANE

It is the express intent of Declarant to grant an easement along the road system with the boundaries of the afore-mentioned survey for ingress and egress to each Purchaser their heirs, assigns, of lots or property within High Meadows. It is the express intent of Declarant to reserve for Declarant, Declarant's heirs and Declarant's assigns an easement for ingress and egress along same roads.

The easement is granted notwithstanding any error or omission in any individual conveyance to a purchaser of a lot or property by the Declarant which might fail to expressly grant or reserve such an easement.

WATER USE, MAINTENANCE AND EASEMENT AGREEMENT FOR HIGH MEADOWS SUBDIVISION

There may be located on the Development a Water System servicing the submitted property and all other properties added by amendment. Developer reserves for itself, its successors and assigns, as well as for all future water providers, a permanent and perpetual easement over all submitted property for the purpose of installation, repair, maintenance, upgrades and all other uses necessary for provision of water throughout the development should the Developer choose to install a water system.

Should Developer install such a water system, all future lot owners of High Meadows Subdivision and all other properties added by amendment shall have a permanent and perpetual right to contract for water service (and may obtain water service only from said Water System) from the above-described water system at the rates established by the Water Provider.

Should Declarant install a water system, Declarant reserves the right to transfer ownership of the water system to any lot owner, OR to transfer the ownership of the water system to a private water-providing company OR to itself should it choose to continue ownership and operation of the water system. All provisions of these water system related terms shall transfer to the heirs, successors or assigns of the Declarant.

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 after the date when this declaration is filed for record with the Clerk 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 for Fannin County, Georgia, or in such other place of recording as may be appropriate at the time of the execution of such instrument.

For so long as Declarant retains ownership of one or more lots in said subdivision, Declarant shall have the right, in their sole discretion and judgement, to modify, amend or alter in any manner this instrument to provide for the general health and welfare of the owners of lots in said subdivision.

Severability - A determination by a court that any provisions hereof is invalid for any reason shall not affect the validity of any other provisions hereof.

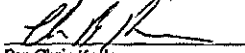
Constructive Notice - Each owner, by his acceptance of a deed or other conveyance of a lot, acknowledges for himself, his heirs, legal representatives, successors and assigns, that he is bound by the provisions of this declaration, including, but not limited to, the easement provisions for all homeowners provided in this document.

Binding Effect - This declaration shall be binding upon the undersigned, their heirs, administrators, successor and assigns. Said declaration shall run with the title to the property described above and any subsequent property that is added hereto by amendment.

IN WITNESS HEREOF, the Declarant has hereto set their hands and seals the day and year first above written.

HUGE VIEWS, LLC, a Georgia limited liability company

By Its Member
KCK ENTERPRISES, INC.


By: Chris Kelley
Its: President

Signed, sealed and delivered in the presence of


Witness


Notary

