



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.

*Return recorded document to:
Cary D. Cox, P.C.
P.O. Box 748
Blairsville, GA 30512*

HIGHTOP MOUNTAIN ESTATES

STATE OF GEORGIA
COUNTY OF UNION

DECLARATION OF RESTRICTIONS, LIMITATIONS AND COVENANTS
RUNNING WITH THE LAND

Whereas, the holders of the legal title to the below listed subdivision, know as Hightop Mountain Estates, said tract being more particularly described as follows:

All that tract or parcel of land lying and being in Land Lots 81, 82 & 100, 8th District, 1st Section, Union County, Georgia, containing 63.087 acres as shown on a plat of survey by Land Tech Services, Inc. dated 05/07/03, as recorded in Plat Book 53, Page 32, Union County records, which description is incorporated herein by reference and made a part hereof.

The purpose of the following restrictions and covenants is to ensure the use of said realty by the owners, to prevent the impairment of the attractiveness of said realty, and to maintain the desired character of the community, and thereby to secure to each present or future owner the full benefit and enjoyment of their property. The reservations and restrictive covenants are to run with the land and shall be binding upon all parties and persons owning lots in Hightop Mountain Estates.

If the owners of such lots or any of their heirs, successors or assigns, shall violate and of the covenants hereinafter 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 equity against the person or persons violating any of such covenants and either to prevent him from doing so or to recover damages for such violations, or both.

Each covenant contained herein is severable and distinct from each other and in its application to all or any portion of the premises, and the invalidity or unenforceability of any covenant contained

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herein as to any portion of the premises shall not affect the validity or enforceability of any of the other covenants contained herein. Invalidation of any one of these covenants by judgement or court shall in no wise affect any of the other provisions, which shall remain in full force and effect.

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

The roads will be private and owned by the Homeowners Association. The Association, active under and pursuant to its by-laws, shall be solely and exclusively responsible for the roads and common areas. The Developer shall maintain all roads until such time as the number of lots sold exceed the number of unsold lots. When lots having been sold exceed the number of unsold lots in all phases the owners shall form a Homeowners Association and set the requirements for future road maintenance.

1. **LAND USE.** No lot after being conveyed by the developer may be subdivided more than one (1) time with no parcel being less than 1.25 acres. All lots are for single family residential purposes only. Only such residence shall be erected on any one lot, provided however that the owner of any lot may erect a garage for use in connection with such a residence. No lot dwelling or structure shall be used for commercial activity or business with the exception of a private home office. Renting of house shall not be deemed commercial activity.
2. **SETBACKS.** All setbacks are shown on the above referenced plat and are to be constructed to be a part of the Restrictions and Covenants, said plat and setbacks are incorporated herein by reference as if fully set forth.
3. **CONSTRUCTION.** When house construction begins, work must be pursued diligently and exterior must be completed within nine (9) months from start thereof. All homeowners shall be held responsible for the acts of their employees, sub-contractors, suppliers and other persons or parties involved in construction or alteration of a homesite. In this regard, a homeowner shall be responsible for any damage to roads and other common property. Builder/owner must ensure that the construction site is kept clean and free of debris and waste materials, and that stockpiles or unused materials are kept in neat and orderly fashion. To prevent mud and other debris from being tracked onto a street, a construction drive must be installed prior to beginning construction on the foundation and properly maintained.
4. **HOUSE SIZE.** All houses shall be constructed with no less than twelve hundred (1200) square feet of heated living space on one floor, if more than two (2) floors eight hundred (800) square feet on main floor, exclusive of any carport, garage, basement, deck, patio or porches.

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5. **BUILDING MATERIALS.** Primary residential building material for home construction shall be stone, log or exterior wood material unless approved by the developer in writing. No concrete block construction (with the exception of foundations), metal buildings, mobile homes, double wide mobile homes, manufactured homes, or relocated homes will be allowed. Exposed concrete or poured concrete foundations and site retaining walls must be covered with stone or siding. Stucco may be used if not visible from subdivision road to cover foundation and retaining walls. All colors for siding, trim roofing, etc, must be confined to earth tone colors which are compatible with the natural environment. No bright colors such as, but no limited to, white, blue, yellow, etc may be used. When a natural appearance is desired all exterior siding and trim must be covered with waterproofing sealant.
6. **ROOFING AND SIDING.** Primary roofing materials must be cedar shakes, architectural shingles or factory painted metal in colors and texture which complement the balance of the other colors and materials used. All primary roofs shall be a minimum of 7-12 pitch with porches a minimum of 3/12.
7. **DRAINAGE.** No drainage ditches, cuts, swales, streams, impoundments, ponds or lakes, no mounds, knobs, dams, or hills and no other physical improvements or elements of the landscape or terrain which control or determine the location or flow of surface water and drainage patterns may be created, destroyed, altered or modified without the prior written consent of the Developer or Homeowners Association, whether on private or common area. Special attention shall be given to prior site surface drainage so that surface waters will not interfere with surrounding homesite and natural drainage flows. Paved areas shall be designed to allow surface water to drain naturally and not to allow water to collect or stand. All driveways must be asphalt, concrete, or adequately graveled and completed within one (1) year from the starting date of home construction.
8. **VISUAL EFFECTS.** Only wood fences will be allowed in front and side of residence. In the rear, only wood or chain link fences will be allowed. No farm type wire fences will be allowed. Compressors for central air conditioning units and play equipment must be located where it will have minimum visual impact on adjacent properties.
9. **UTILITIES.** All electrical and other utility lines shall be placed underground and all water supply and sewage facilities shall comply with the applicable governmental codes. No satellite dishes over a thirty-six (36) inch diameter will be allowed on any lot and must be placed out of sight if subdivision roads.
10. **TREES AND SHRUBS.** No more than fifty percent (50%) of existing trees over five (5) inches in diameter shall be removed from the property after being conveyed by the developer. Any homesite, which has been altered from its natural state, shall be landscaped. All shrubs, trees, grass and plantings or every kind shall be kept maintained, properly cultivated and free of trash and other unsightly material. Landscaping shall be

completed no later than thirty (30) days following completion of any building with weather permitting. Completed landscaping means all areas are covered with natural growth, grass, sod, shrubs, trees, and/or mulch. No bare dirt shall be left exposed except during construction.

11. **EASEMENTS.** Developer, for the benefit of developer and developer's successors and assign, reserve the absolute exclusive, continuing and nonexclusive right and easement to construct, erect, place, repair, maintain and replace from time to time along any present or future constructed common roadway, any utility lines, pipes, conduits, devices, implements or related components, fixtures, apparatuses and assemblages that are reasonable, appropriate and useful in furnishing and satisfying the residential utility uses and needs of the subject realty and its parcels, including but not limited to the following utility purposes and services; electricity, water, sewer, telephone, cable, and other reasonable and ordinary utility right purposes and uses. This reservation shall include the right of developer to grant and convey reasonably necessary and appropriate licenses, permits and easements to other third persons or entities in order to accomplish the intents and purposes of this provision. Nothing herein shall obligate developer to provide or furnish any utility service.
12. **VEHICLES.** No motorcycles or other vehicles with external engines shall be permitted to ride along the streets of said subdivision except for the entry and exit from the area; if they are determined to be a nuisance to other property owners. All such vehicles shall be properly muffled so as not to disturb the neighborhood. The parking of buses or trucks, rated higher than one ton, shall not be permitted. No motor homes or RV units shall be parked temporarily or permanently on any subdivision road. A recreational vehicle or motor home may be used for a period not to exceed two (2) weeks of any given year, if parked at least one hundred (100) feet from all subdivision roads except during construction of a residence. A recreational vehicle may be parked at a residence provided its location is at least one hundred (100) feet from all subdivision roads and shall not be for occupancy or use.
13. **APPEARANCE.** No lot shall be used in whole or in part for any illegal activity nor for the storage of any property or thing that will cause any lot to appear in any unclean or untidy condition or that will be obnoxious to the eye, nor shall any substance be kept upon any lot that will omit foul or noxious odors. No lot owner or lot occupant shall conduct any activity that will disturb the peace, comfort or serenity of the occupants of surrounding property. No wrecked or untagged motor vehicle, utility trailer, nor junk, nor household appliance shall be kept or stored in plain view of subdivision roads.
14. **SIGNAGE.** No signs of any type shall be displayed to public view on any portion of said property except one sign of not more than 24 inches by 24 inches advertising property for sale or a temporary builders sign, or such permits as required by law. All said signs shall be professionally lettered and neatly installed. Developer reserves the right to erect entrance signs.
15. **ACCESS.** No lot shall be accessed other than by the roads inside the subdivision without written permission from developer. No road shall be built to access any adjoining property

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After recording, return to:
Akins & Davenport, P.C.
P.O. Box 923
Blairsville, GA 30514

STATE OF GEORGIA
COUNTY OF UNION

Cross Reference:
Deed Book 500, Pages 682-686

AMENDED & RESTATED DECLARATION OF RESTRICTIONS,
LIMITATIONS, AND COVENANTS RUNNING WITH THE LAND

THIS AMENDED AND RESTATED DECLARATION OF RESTRICTIONS, LIMITATIONS, AND COVENANTS RUNNING WITH THE LAND OF HIGHTOP MOUNTAIN ESTATES ("Amendment and Restatement") is made and published as of this 26th day of April, 2016, by the Hightop Mountain Estates Property Owners Association, Inc. (on behalf of the individual lots subject to the current Declaration) and the owners of Lot 16, Lot 17, and Lot 23 of Hightop Mountain Estates.

WHEREAS, Hightop Mountain Estates Subdivision is located in Union County, Georgia and is comprised of the following parcels (hereinafter "Hightop Mountain Estates"):

All that tract or parcel of land lying and being in Land Lots 81, 82, & 100, 8th District, 1st Section, Union County, Georgia, containing 63.087 acres as shown on a plat of survey by Land Tech Services, Inc. dated 05/07/03, as recorded in Plat Book 53, Page 32, Union County records, which description is incorporated herein by reference and made a part hereof

AND

All that tract or parcel of land lying and being in Land Lot 82, 8th District, 1st Section, Union County, Georgia containing 3.308 acres, as shown on a plat of survey by Southern Geosystems, Ltd., dated 10/10/06, as recorded in Plat Book 59, page 58, Union County records, which description is incorporated herein by reference and made a part hereof.

AND

All that tract or parcel of land lying and being in Land Lot 82, 8th District, 1st Section, Union County, Georgia, and being Tract Seven (7), containing 18.6 acres as shown on a plat of survey by Rochester & Associates, Inc., RS #2653, dated 09/20/01, last revised 10/19/04 and recorded in Plat Book 55, Page 147, Union County records, which description is incorporated herein by reference and made a part hereof.

WHEREAS, on November 26, 2003, Hightop Mountain Estates, LLC, filed a Declaration of Restrictions, Limitations, and Covenants Running with the Land as recorded in the Office of the Clerk of Superior Court, Union County, Georgia in Deed Book 500, Pages 682-686 ("Original Declaration") restricting the use of the real property. Said Original Declaration subjected all present and future parcels thereto.

WHEREAS, Hightop Mountain Estates Property Owners Association, Inc. (hereinafter "Association") is a Georgia non-profit corporation duly organized and created on July 21, 2008. The Association acts pursuant to its bylaws and the Original Declaration, as amended.

WHEREAS, pursuant to paragraph 19 of the Original Declaration, the covenants may be amended at any time by the written agreement of the owners of at least seventy-five percent (75%) of the total number of lots.

WHEREAS, by virtue of this Amendment and Restatement, seventy-five percent (75%) of the owners of Hightop Mountain Estates desire to amend paragraphs 5, 6, 8, 9, 14, 15 and 19 of the Original Declaration and also restate the Declaration in its entirety.

WHEREAS, by the Association's signature hereto, the Association hereby certifies the written approval of at least seventy-five percent (75%) of the total number of lots in Hightop Mountain Estates with regard to the aforesaid changes to the Original Declaration, said written approval being filed in the Association's corporate records.

WHEREAS, all lots in Hightop Mountain Estates were made subject to the Original Declaration, either by virtue of the Original Declaration itself or by virtue of the language in the deeds of transfer from the original developer, except Lots 16, 17, 22, 23 (being shown as Lot 16, Lot 17, Lot 22 and Lot 23 on that certain plat of survey by Owenby Land Surveying, Inc. filed of record in Plat Book 56, Page 310, Union County, Georgia Records).

WHEREAS, by their signatures hereto, the owners of Lots 16, 17 and 23 (Lot 22 intentionally omitted) now desire to subject and annex their respective lots to the restrictions, covenants and rules set out in the Amendment and Restatement and become members of the Association and abide by the rules and bylaws of the Association.

NOW THEREFORE, the Original Declaration is amended and restated as follows:

The purpose of the following restrictions and covenants is to ensure the use of said realty by the owners, to prevent the impairment of the attractiveness of said realty, and to maintain the desired character of the community, and thereby to secure to each present or future owner the full benefit and enjoyment of their property. The reservations and restrictive covenants are to run with the land and shall be binding upon all parties and persons owning lots in Hightop Mountain Estates.

If the owners of such lots or any of their heirs, successors or assigns, shall violate any of the covenants hereinafter 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 equity against the person or persons violating any of such covenants and either to prevent him or her from doing so or to recover damages for such violations, or both.

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

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

The roads will be private and owned by the Homeowners Association. The Association, active under and pursuant to its by-laws, shall be solely and exclusively responsible for the roads and common areas. The developer shall maintain all roads until such time as the number of lots sold exceed the number of unsold lots. When lots having been sold exceed the number of unsold lots in all phases the owners shall form a Homeowners Association and set the requirements for future road maintenance

1. **LAND USE.** No lot after being conveyed by the developer may be subdivided more than one (1) time with no parcel being less than 1.25 acres. All lots are for single family residential purposes only. Only such residence shall be erected on any one lot, provided however that the owner of any lot may erect a garage for use in connection with such a residence. No lot dwelling or structure shall be used for commercial activity or business with the exception of a private home office. Renting of house shall not be deemed commercial activity.
2. **SETBACKS.** All setbacks are shown on the above referenced plat and are to be constructed to be a part of the Restrictions and Covenants, said plat and setbacks are incorporated herein by reference as if fully set forth.
3. **CONSTRUCTION.** When house construction begins, work must be pursued diligently and exterior must be completed within nine (9) months from start thereof. All homeowners shall be held responsible for the acts of their employees, subcontractors, suppliers, and other persons or parties involved in construction or alteration of a home site. In this regard, a homeowner shall be responsible for any damage to roads and other common property. Builder/owner must ensure that the construction site is kept clean and free of debris and waste materials, and that stockpiles or unused materials are kept in neat and orderly fashion. To prevent mud and other debris from being tracked onto a street, a construction drive must be installed prior to beginning construction on the foundation and properly maintained.
4. **HOUSE SIZE.** All houses shall be constructed with no less than twelve hundred (1200) square feet of heated living space on one floor, if more than two (2) floors eight hundred (800) square feet on the main floor, exclusive of any carport, garage, basement, deck, patio, or porches.

5. BUILDING MATERIALS.

- A. Primary residential exterior building material for home construction or any outbuilding shall be stone, log, or exterior wood material, or fiber cement siding. Fiber cement siding shall have a wood grain texture that authentically mimics the appearance of wood on close visual inspection. Plywood type siding/sheeting shall be limited to be used for accent or trim and is not to be used as the primary source of siding to any walls. No vinyl or metal siding may be used on the exterior of any structure.
- B. No concrete block construction (with the exception of foundations), metal buildings, mobile homes, manufactured homes, or relocated homes will be allowed. Any visible exposed concrete block, concrete walls, poured concrete foundations, and site retaining walls of eight inches (8") in height or more, must be covered with stone, textured and painted stucco or completely screened with foliage or vegetation. Painted stucco shall be compatible and blend with the natural surroundings and rustic neighborhood theme.
- C. All exterior siding and trim shall be covered with stain, paint, or waterproofing sealant, and shall be limited to darker, woodland, earth-tone hues and be compatible with the natural surroundings and rustic neighborhood theme. No bright colors such as, but not limited to, white, blue, yellow, green, red, or any other such color that does not blend with the surrounding environment and homes may be used.
- D. Therefore, prior to any new construction, or major renovation to the exterior of existing structures, owner shall submit proposed plans to the Board of Directors elected by the Association, or other committee appointed by said Board of Directors, for approval. It shall be the intention of the Board and Association to enforce, support, and uphold the restrictions and covenants as set forth in this document, and to take any and all actions as authorized by Georgia law. The power of such enforcement shall be specifically delegated to the Board to be exercised as the Board deems appropriate by the adoption of this document. The decisions of the Board are final.
6. ROOFING. Primary roofing materials must be cedar shakes, architectural shingles, or factory painted metal in colors and texture which complements the balance of the other colors and materials used, and be compatible with the natural surroundings and rustic neighborhood theme. No white, bright, or highly reflective colors or materials may be used. All primary roofs shall be a minimum of 7-12 pitch with porches a minimum of 3-12.
7. DRAINAGE. No drainage ditches, cuts, swales, streams, impoundments, ponds or lakes, mounds, knobs, dams, or hills and no other physical improvements or elements of the landscape or terrain which control or determine the location or flow of surface water and drainage patterns may be created, destroyed, altered, or modified without the prior written consent of the Homeowners Association, whether on private or common area. Special attention shall be given to prior site surface drainage so that

surface waters will not interfere with surrounding home site and natural drainage flows. Paved areas shall be designed to allow surface water to drain naturally and not to allow water to collect or stand. All driveways must be asphalt, concrete, or adequately graveled and completed within one (1) year from the starting date of home construction.

8. **VISUAL EFFECTS.** Only wood fences will be allowed. Only decorative fencing allowed in the front. No fencing shall exceed 5 feet in height. Compressors for central air conditioning units and play equipment must be located where it will have minimal visual impact on adjacent properties.
9. **UTILITIES.** All electrical and other utility lines shall be placed underground and all water supply and sewage facilities shall comply with the applicable government codes. No satellite dishes over a thirty-six (36) inch diameter will be allowed.
10. **TREES AND SHRUBS.** No more than fifty percent (50%) of existing trees over five (5) inches in diameter shall be removed from the property after being conveyed by the developer. Any home site, which has been altered from its natural state, shall be landscaped. All shrubs, trees, grass, and plantings of every kind shall be kept maintained, properly cultivated, and free of trash and other unsightly material. Landscaping shall be completed no later than thirty (30) days following completion of any building with weather permitting. Completed landscaping means all areas are covered with natural growth, grass, sod, shrubs, trees, and/or mulch. No bare dirt shall be left exposed except during construction.
11. **EASEMENTS.** Developer, for the benefit of developer and developers successors and assign, reserve the absolute exclusive, continuing and nonexclusive right and easement to construct, erect, place, repair, maintain, and replace from time to time along with any present or future constructed common roadway, any utility lines, pipes, conduits, devices, implements, or related components, fixtures, apparatuses and assemblages that are reasonable, appropriate and useful in furnishing and satisfying the residential utility uses and needs of the subject realty and its parcels, including but not limited to the following utility purposes and services: electricity, water, sewer, telephone, cable, and other reasonable and ordinary utility right purposes and uses. This reservation shall include the right of developer to grant and convey reasonably necessary and appropriate licenses, permits, and easements to other third persons or entities in order to accomplish the intents and purposes of this provision. Nothing herein shall obligate the developer to provide or furnish any utility service.
12. **VEHICLES.** No motorcycles or other vehicles with external engines shall be permitted to ride along the streets of said subdivision except for the entry and exit from the area; if they are determined to be a nuisance to other property owners. All such vehicles shall be properly muffled so as not to disturb the neighborhood. The parking of buses or trucks, rated higher than one ton, shall not be permitted. No motor homes or RV units shall be parked temporarily or permanently on any subdivision road. A recreational vehicle or motor home may be used for a period not to exceed two (2) weeks of any given year, if parked at least one hundred (100) feet from all subdivision roads except during construction of a residence. A recreational

vehicle may be parked at a residence provided its location is at least one hundred (100) feet from all subdivision roads and shall not be for occupancy or use.

13. **APPEARANCE.** No lot shall be used in whole or in part for any illegal activity nor for the storage of any property or thing that will cause any lot to appear in any unclean or untidy condition or that will be obnoxious to the eye, nor shall any substance be kept upon any lot that will omit foul or noxious odors. No lot owner or lot occupant shall conduct any activity that will disturb the peace, comfort, or serenity of the occupants of surrounding property. No wrecked or untagged motor vehicle, utility trailer, nor junk, nor household appliance shall be kept or stored in plain view of subdivision roads.
14. **SIGNAGE.** No signs of any type shall be displayed to public view on any portion of said property except for one sign of not more than 24 inches by 24 inches advertising property for sale or a temporary builder's sign or such permits as required by law. All said signs shall be professionally lettered and neatly installed.
15. **ACCESS.** No lot shall be accessed other than by the roads inside the subdivision. No road shall be built to access any adjoining property.
16. **ANIMALS.** No animals, birds, or fowls shall be kept or maintained on any part of the property except ordinary household pets (e.g. dogs, cats, and pet birds) which may be kept thereon in reasonable number as pets for the pleasure and use of the occupants. No animal shall be kept on any size lot for any commercial purpose.
17. **LOT UPKEEP.** All lots, whether vacant or occupied, shall be maintained in a neat and attractive condition.
18. **LIGHTING.** There shall be no bright lights on lots that burn all night. Motion detector lights shall be permitted.
19. **RESTRICTIONS TIME PERIOD.** The covenants, restrictions, easements, reservations, terms and conditions contained in this declaration, shall, run with the land and shall be binding upon all lot owners and all persons claiming under them for a period of twenty (20) years from the date hereof. Provided further, these covenants may be amended at any time by the written agreement of the owners of at least seventy-five percent (75%) of the total number of lots, and all such amendments shall be binding upon those parties.

In witness whereof, the undersigned parties execute and affix their hand and seal, this 26th day of April, 2016.

[Remainder of Page Intentionally Left Blank, Signature Pages to Follow]

HIGHTOP MOUNTAIN ESTATES
PROPERTY OWNERS ASSOCIATION, INC.

Witness
[Signature]
Notary Public
My Commission Expires: 3/4/2018

[Signature] (SEAL)
Fairman, President

Witness
[Signature]
Notary Public
My Commission Expires: 3/4/2018

[Signature] (SEAL)
Treasurer

Witness
[Signature]
Notary Public
My Commission Expires: 3/4/2018

[Signature] (SEAL)
Barber, Secretary



[Remainder of Page Intentionally Left Blank, Additional Signature Pages to Follow]

After recording return to:
Kendrick & Associates Law, P.C.
PO Box 1286
Blairsville, GA 30514

DOC# 005239
FILED IN OFFICE
8/17/2022 03:36 PM
BK:1323 PG:744-765
JUDY ODOM
CLERK OF COURT
UNION COUNTY

Cross Reference: Deed Book 500, page 682 and
Deed Book 1036, page 186, Union County, GA records

STATE OF GEORGIA
COUNTY OF UNION

**SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS, LIMITATIONS,
AND COVENANTS RUNNING WITH THE LAND**

THIS AMENDED AND RESTATED DECLARATION OF RESTRICTIONS, LIMITATIONS, AND COVENANTS RUNNING WITH THE LAND OF HIGHTOP MOUNTAIN ESTATES ("Second Amendment") is made and published as of this 1st day of August, 2022 by The Hightop Mountain Estates Property Owners Association, Inc. and the undersigned owners of lots in Hightop Mountain Estates, representing at least seventy-five percent (75%) of lot owners in Hightop Mountain Estates.

WHEREAS, Hightop Mountain Estates Subdivision is located in Union County, Georgia and is comprised of the following parcels (hereinafter "Hightop Mountain Estates"):

All that tract or parcel of land lying and being in Land Lots 81, 82, & 100, 8th District, 1st Section, Union County, Georgia, containing 63.087 acres as shown on a plat of survey by Land Tech Services, Inc. dated 05/07/03 as recorded in Plat Book 53, Page 32, Union County records, which description is incorporated herein by reference and made a part hereof

AND

All that tract or parcel of land lying and being in Land Lot 82, 8th District, 1st Section, Union County, Georgia containing 3.308 acres, as shown on a plat of survey by Southern Geosystems, ltd., dated 10/10/06, as recorded in Plat Book 59, page 58, Union County records, which description is incorporated herein by reference and made a part hereof

AND

All that tract or parcel of land lying and being in Land Lot 82, 8th District, 1st Section, Union County, Georgia, and being Tract Seven (7), containing 18.6 acres as shown on a plat of survey by Rochester & Associates, Inc., RS #2653, dated 09/20/01, last revised 10/19/04 and recorded in Plat Book 55, Page 147, Union County records, which description is incorporated herein by reference and made a part hereof.

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BK: 1323 PG: 745

WHEREAS, on November 26, 2003, Hightop Mountain Estates, LLC, filed a Declaration of Restrictions, Limitations, and Covenants Running with the Land as recorded in the Office of the Clerk of Superior Court, Union County, Georgia in Deed Book 500, Pages 682-686 ("Original Declaration") restricting the use of the real property. Said Original Declaration was amended and restated on April 26, 2016 as recorded in Deed Book 1036, pages 186-195, Union County, Georgia records ("Amended Declaration"). Said Original Declaration and Amended Declaration subjected all present and future parcels thereto.

WHEREAS, paragraph 19 of the Original Declaration and the Amended Declaration allows amendment of the covenants at any time by the written agreement of the owners of at least seventy-five percent (75%) of the total number of lots.

WHEREAS, by virtue of this Second Amendment, seventy-five percent (75%) of the owners of Hightop Mountain Estates desire to amend paragraph one (1) of the Amended Declaration and restate said paragraph in its entirety.

NOW THEREFORE,, by the Association's signature and the lot owners' signatures herein, paragraph one (1) of the Amended Declaration is hereby amended and restated as follows:

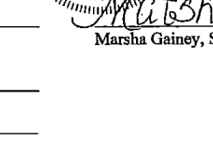
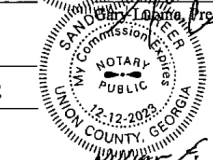
1. LAND USE: No lot after being conveyed by the developer may be subdivided more than one (1) time with no parcel being less than 1.25 acres. All lots are for single family residential purposes only. Only such residence shall be erected on any one lot, provided however that the owner of any lot may erect a garage for use in connection with such a residence. No lot, dwelling or structure shall be used for commercial activity or business with the exception of a private home office. Long-term rental or lease of a residence, defined as rental or lease agreements of 90 days or greater, shall not be deemed commercial activity or business. Short-term rental or lease of a residence, defined as less than 90 days, shall be deemed a commercial activity or business and therefore not allowed. No assignment or sublease of a rental or lease agreement is allowed. Homeowners will provide a copy of any newly executed rental or lease agreement to a Board member of Hightop Mountain Estates POA within 30 days of its execution. Any lessee(s) or tenant(s) of a residence shall abide by all covenants, restrictions, rules and regulations of Hightop Mountain Estates.

IN WITNESS WHEREOF, the undersigned parties execute and affix their hand and seal this 13 day of August, 2022.

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BK:1323 PG:746



HIGH TOP MOUNTAIN ESTATES
PROPERTY OWNERS ASSOCIATION, INC.

[Signature] (SEAL)
Witness

[Signature]
Notary Public
My Commission Expires 12-12-23

[Signature] (SEAL)
Witness

[Signature]
Notary Public
My Commission Expires 12-12-23

[Signature] (SEAL)
Witness

[Signature]
Notary Public
My Commission Expires 12-12-23

[Signature]
Chris Laine, President

[Signature] (SEAL)
William F. McQuillan, Treasurer

[Signature] (SEAL)
Marsha Gainey, Secretary