



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.

BOOK 009158
PAGE 141 OF 141
09/30/2008 00:17 PM
PRICE \$03 PAGE \$34-\$343
CLERK OF SUPERIOR
COURT
GILMER COUNTY

RETURN RECORDED DOCUMENT TO: (Recording Information)

Sisson Corporation
Post Office Box 965
344 Appalachian Highway
Blue Ridge, Georgia 30513

RE: DEED BOOK 1207, PAGES 129-141
DEED BOOK 1291, PAGES 176-177
DEED BOOK 1426, PAGES 50-62

AMENDED AND RESTATED

ROAD EASEMENT AND MAINTENANCE AGREEMENT, WATER AGREEMENT,

PROPERTY OWNERS ASSOCIATION, AND RESTRICTIVE COVENANTS FOR

AND WATER SERVICE AGREEMENT

FOR

LAKE BUCKHORN SUBDIVISION

This AGREEMENT FOR LAKE BUCKHORN SUBDIVISION and LAKE WHITE PANT is made this the 9th day of September, 2008, by the undersigned SISSON CORPORATION (hereafter referred to collectively as Developer) and SISSON UTILITIES, INC.

WHEREAS, the Road Easement and Maintenance Agreement, Water Agreement, Property Owners Association and Restrictive Covenants for and Water Service Agreement for various phases of the Lake Buckhorn Subdivision have been duly adopted and set forth; and

WHEREAS, the aforesaid Road Easement and Maintenance Agreement, Water Agreement, Property Owners Association and Restrictive Covenants for and Water Service Agreement for various phases of the Lake Buckhorn Subdivision are recorded in the Office of the Clerk of the Superior Court for Gilmer County, Georgia; and

WHEREAS, the developers of said subdivision reserved the right to add more property to said development; and

WHEREAS, in the initial records as set forth above did not include a plat reference;

NOW THEREFORE, the Road Easement and Maintenance Agreement, Water Agreement, Property Owners Association and Restrictive Covenants for and Water Service Agreement for various phases of the Lake Buckhorn Subdivision are amended to provide as follows:

WITNESSETH:

WHEREAS, Developer is the fee simple owner of all that tract or parcel of land lying and being in Gilmer 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 the 10th District and 2nd Section of Gilmer County, Georgia, and being a part of Land Lot Nos. 160, 161, 164 and 165 and being more particularly described as **LAKE BUKHORN PHASE 2**, as shown on a survey and plat dated the 1st day of September, 2004, as prepared by Shelly J. Bishop, Georgia Registered Land Surveyor No. 2536, and being recorded in Book 46, page 49 etc (also recorded in Plat Cabinet D, Number 5) in the Office of the Clerk of the Superior Court for Gilmer County, Georgia.

All that tract or parcel of land lying and being in the 10th District and 2nd Section of Gilmer County, Georgia, and being a part of Land Lot Nos. 128 and 161 and being more particularly described as **LAKE BUKHORN PHASE 3**, as shown on a survey and plat dated the 2nd day of May, 2005, as prepared by Shelly J. Bishop, Georgia Registered Land Surveyor No. 2536, and being recorded in Book 50, page 2 186, etc (also recorded in Plat Cabinet D, Number 130) in the Office of the Clerk of the Superior Court for Gilmer County, Georgia.

All that tract or parcel of land lying and being in the 10th District and 2nd Section of Gilmer County, Georgia, and being a part of Land Lot Nos. 128 and 161 and being more particularly described as **LAKE BUKHORN PHASE 4**, as shown on a survey and plat dated the 21st day of November, 2006, as prepared by Shelly J. Bishop, Georgia Registered Land Surveyor No. 2536, and being recorded in Book 51, pages 18, etc (also recorded in Plat Cabinet D, Number 142) in the Office of the Clerk of the Superior Court for Gilmer County, Georgia.

The Developer reserves the sole and exclusive right to add additional properties to this development, which properties may be designated as an additional phase of the named development or may bear a different name, but to which a reference, at the time of formation, is made to this Declaration.

1. **LAND USE AND BUILDING TYPE:** No lot will be used for any other purpose than for residential use. No building will be erected, altered, placed or permitted on any lot other than 1 detached family dwelling. A garage or similar out building will also be permitted. No duplexes, condominium or multi-unit building shall be located on any of said lots. No building shall be erected on any lot that will be used as a school, church, kindergarten, or business of any type.
2. **TEMPORARY STRUCTURES:** No structure of a temporary character, such as a basement, trailer, lean-to, shack, garage, barn or other outbuilding will be used on lot at any time as a residence, either temporarily or permanently.
3. **MOBILE HOME OR MANUFACTURED HOME:** No mobile home or manufactured home of any type will be used or located on any lot at anytime as a residence either temporarily or permanently.
4. **ARCHITECTURAL CONTROL:** Concrete block construction is prohibited on any lot except that concrete blocks may be used in the foundations and chimneys of houses erected on said lots and must be either stucco, rock or brick.
5. **NUISANCES:** No noxious or offensive activity will be carried on upon any lot, nor shall anything be done thereof which may be or become an annoyance or nuisance to the neighborhood. No nuisance or offensive, noisy or illegal trade, calling, or transaction will be done, carried on,

suffered or permitted upon any lot, nor will any lot be used for any illegal purpose. Each lot will be kept and maintained completely free of any junk (including old vehicles and discarded appliances), trash and garbage. No noxious or offensive activity, which emits an offensive odor, shall be suffered or permitted upon any lot.

6. **RESTRICTIONS ON MOTORIZED VEHICLES:** The use of trail bikes, four wheelers, motorcycles, three-wheelers, dune buggles or any similar type vehicle, if used, shall be used in such a manner as to create no disturbance to any other person on said property and shall not be used in any manner which will constitute an offensive activity or obnoxious or offensive noise. Motorized vehicles cannot be ridden off of roadways or on trails, woods, or green areas.
7. **EASEMENTS:** Easements for the installation and maintenance of utilities, including electric power lines, are hereby reserved, whereby a power line with all essential clearing, may be installed along the roads and road right of ways which traverse any lots in the property encumbered by these protective covenants.
8. **COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS:** Any and all building and construction on any of the lots which are the subject of these protective covenants shall be done consistent with, in all respects, any and all Federal, State and County governmental laws, rules, regulations and ordinances regulating said building and construction, including the installation of a septic tank system and water supply.

FURTHERMORE, the Developer hereby declares that the Submitted Property shall be held, conveyed, encumbered, used, occupied, and improved subject to the following covenants and restrictions, as well as easements and assessments, all of which are in furtherance of a plan for subdivision, improvement and sale of real property and every part thereof. The covenants, restrictions and easements set forth herein shall run with the land and shall be binding on all parties having or acquiring and right, title or interest therein or thereto, and shall, subject to the limitations herein provided, inure to the benefit of each 'Owner' (as hereinafter defined), his heirs, successors, and assigns. The Developer hereby also declares that the Submitted Property shall be held, conveyed, encumbered, used, occupied, and improved subject to previously recorded covenants and made part of these covenants.

1. All Lots shall be used for residential purposes only and no business or business activity shall be carried on upon any Lot at any time.
2. The exterior of all structures to be constructed on any of said lots shall be completed within six (6) months from the date that construction begins.
3. Campers or camping shall not be permitted on any lot.
4. No dwelling constructed on the above-referenced property shall contain less than 850 square feet of finished heated area (on the main floor), excluding porches, decks, garages, and basements. All external surfaces shall be covered or constructed of wood or rustic type construction.
5. 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 on or adjacent to any Lots in the subdivision. All vehicles shall have current license plates.

6. No mobile, modular home will 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).
7. No animals, 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. Dogs that are generally deemed to be vicious, such as pit bulls, Rottweilers, Dobermans, and similar such breeds are specifically prohibited.
8. 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.
9. Clotheslines - No garments, laundry, rugs or other articles may be aired or dried on any Lot.
10. 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.
11. Outdoor lighting - All outdoor lighting shall be so shaded and directed such that the light therefrom is directed to fall only on the same premises where light sources are located.
12. No structure shall draw power from a temporary pole except for a temporary pole necessary for the construction of a permanent home. Power shall be hooked up permanently.
13. No sign of any kind shall be displayed to the public view on any lot except such signs as comply with the provisions hereof. Builders may display such signs as are normally utilized to advertise the property during the construction and sales period. After an 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; and (b) a single sign to rent or sell said lot of a type used by Brokers in the area, with the usual wording, such sign to be no more than four 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.
14. Any outbuilding built shall have matching siding to the dwelling located on the lot, in order to better blend in with surrounding buildings.
15. No lot shall be subdivided by any owner subsequent to the initial sale of the same by the Developer. The integrity of the lot sizes is an essential element of this development.
16. Developer herein reserves the right to grant to the appropriate entities and/or owners of the above-referenced lots, all necessary easements for installation and maintenance of all current and future utilities, with said installations contemplated to be, but not required to be, within an area adjacent to the road system shown on the aforementioned plat.
17. Land Disturbance Activities (including tree cutting). No land disturbance activities on lot including cutting and trimming of trees without approval from developer. At time of approval property owner, contractor, Sisson Company will sign construction agreement and appropriate deposits will be paid.

18. Recreational Structures (Boat Docks, Gazeboes, etc).
- a) Docks – Shall consist of all wood construction, can be cantilevered no more than 4 feet past waters edge, no post in water. 100 square foot minimum size, 160 square foot maximum size. Plan must be approved and construction agreement signed.
 - b) Gazeboes porch etc. similar construction of homes. Plan must be approved and construction agreement signed.
 - c) Boats/Motor Homes/Campers can be maintained on parcel provided they are kept inside a closure (ex. Garage) and not in public view. However, campers shall not be permitted on any lot in the subdivision for actual use. Developer retains the right to enforce removal of any items deemed as unsightly, that might be detrimental to value of adjacent properties.
19. Griffin-Thrasher Trall. Developer reserves right to alter or relocate path of trail. Any property owner wishing to relocate path of trail shall first get approval in writing from developer.
20. Wells. No individual property owner may drill a well at any time.

CONSTRUCTION PLAN APPROVAL

No residence shall be constructed on or any land disturbing activities on any lot in any phase of the development without the prior written approval of the Developer. The Developer has the sole and exclusive right to approve or disapprove any plan for any residence constructed within the Development. The type, size, and lay out of a residence within the Development being an essential element of the over all plan and concept of the Developer in the lay out and design of the same. The decision of the Developer shall be final and all lot owners, by the acceptance and recording of a deed of conveyance and the tendering of the purchase price of the same acknowledge and recognized the right of the Developer to approve or disapprove the plan of construction for any lot within the development. At time of the approval of design or land disturbing activity, the property owner, contractor, and developer must execute the "Sisson Construction Agreement" and pay appropriate deposits.

MAINTENANCE ASSESSMENTS & COMMON AREA ASSESSMENTS

Personal Obligation of Assessments: Claim of Lien: All purchasers of Lots within 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 maintenance of common areas within said development; 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: Each new owner shall pay a yearly fee for maintenance (to begin at \$120.00 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 of the assessment. Any amount not paid by January 10-will incur a 10% late charges and will become a lien on the property at the Interest rate of Prime plus 3% as published in the Wall Street Journal, prime re-computed on a quarterly basis (for the upcoming three months).
2. The Developer and at such time as the creation of an Owner's Association is had, as herein after set forth, a special assessments for emergency repairs or upgrades to said road can be made, 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 collection including reasonable attorney's 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. Each such assessment, together with interest, costs of collection, and reasonable attorneys fees, shall also be the personal 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 Gilmer 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 continue in effect until all sums secured by the lien have been fully paid. Such claims of 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 Developer, no assessments or fees shall apply to Developer and/or its lands.

RESERVATION BY DEVELOPER OF ROAD EASEMENT

The Developer hereby reserves unto themselves, their successors and assigns, all necessary licenses, rights, privileges and easements over, upon, under 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, cables, 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 to complete in an orderly and economic manner the development of all present and future phases of ; provided, however, that said reservation and right shall not be considered an obligation of the Developer to provide or maintain any such utility, development, or service. Developer 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 Developer 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 Developer until conveyance of all lots in has occurred and Developer has filed a written EXTINGUISHMENT OF EASEMENT document with the Clerk of the Superior Courts for Gilmer County.

ROAD EASEMENT

It is the express intent of Developer to grant an easement along the road system within the boundaries of the afore-mentioned survey for ingress and egress to each Purchaser, their heirs, and assigns, of lots or property within said development.

It is the express intent of Developer to reserve for Developer, Developer's heirs, and Developer'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 Developer, which might fall to expressly grant or reserve such an easement.

The Developer reserves the right to utilize any road or utility within the Development for the purpose of accessing any additional property or development of the Developer, whether developed as a phase of the subject developed or as a separate development and to convey the right of to utilize said roads or utilities to third parties at the sole election of the Developer.

NO THIRD PARTY RIGHT OF ACCESS

All purchasers of any lot are hereby placed on notice that no third party lot owner shall have the right to grant a right of ingress and egress across his or her respective lot for the purpose of providing access via any development road to property not contained within the development. Likewise, no purchaser or third party owner shall have the right to grant a right of ingress and egress over or across his or her respective lot for the purpose of allowing utility line extension to any parcel of land not contained within the development.

It is the specific intent of the Developer, in the management, design and development of the property that is subject to this declaration and such other property as may from time to time be made subject to the same, to reserve unto the Developer the sole authority to authorize the utilization of said development roads, utilities, and other infer structure and to specifically prohibit the utilization and expansion of the same to other properties not owned by the Developer. It shall be sole election of the Developer to grant or refuse to grant an easement for the utilization and expansion of the roads and utilities and infer structure of the development to third parties.

WATER SERVICE

All lots in this development will be serviced by public water via Sisson Utilities. Sisson Utilities, Inc. Sisson Utilities, Inc., the successors and assigns of the same shall furnish water under adequate pressure and in an adequate amount for reasonable residential consumption to each Property Owner. Sisson Utilities, Inc agrees to keep the wells, pumps and those pipes and lines which lie within the right of way of the roads in the development in good repair. Each lot owner shall be responsible for the maintenance and repair of any lines which lead from the main water line across the lot owned by Property Owner. Sisson Utilities, Inc shall be responsible for the quality and purity of the water furnished to the Property Owner only to the extent required by law and nothing contained herein shall be construed as enlarging the liability of the Sisson Utilities, Inc., for personal injuries to Property Owners and members of the Property Owners family or any other persons and Sisson Utilities, Inc shall be liable for such injuries only if Sisson Utilities, Inc is negligent and such negligence shall be determined without regard to the provisions of this document. Sisson Utilities, Inc agrees to allow such inspections of the water system as may be required by law on behalf of any governmental agency. Property Owner agrees to pay \$30.00 per month

for the water service, which will be billed quarterly. This monthly rate is subject to change. Property Owner shall pay an \$1800.00 tap on fee connection to said water system, this rate is subject to change. For new construction \$250.00 deposit shall be paid before water service is turned on. In the event that the water lines of any Property Owner shall become damaged or through inadvertence on the part of said Property Owner shall become faulty or in need of repair resulting in the loss or leakage of water from said system, Sisson Utilities, Inc, Developer or any third party designated by either Sisson Utilities, Inc. or the Developer shall not be guilty of trespass in order to cut off said water system at the connection to the main water line until the Property Owner shall repair the individual water lines so that further loss or leakage of water from the system is prevented. The Developer and Sisson Utilities, Inc does hereby grant to the Property Owner, their heirs, successors and assigns, a full and complete non-exclusive and perpetual easement to draw water from said water system for reasonable residential use to the property of the Property Owner within the development along the water lines which are presently installed. The Developer has granted to Sisson Utilities, Inc an easement for this purpose across any lot across which such water lines run and Sisson Utilities, Inc hereby conveys to the Property Owner an interest in those easement rights. Property Owner hereby acknowledges an easement for the benefit of Sisson Utilities, Inc and the owners of other lots in the development as to any portion of said main water system which may cross Property Owners lot at any point whether said water lines are found to be inside or outside the 40-foot wide road easement area shown on the recorded survey of Property Owners lot. Said easement rights shall be a covenant running with the land and shall not be defeated for lack of use. No outdoor irrigation system on individual lots.

PROPERTY OWNERS ASSOCIATION

All lot owners become members of the Owners Association at the time the same is activated by the Developer. The Developer is required under the ordinances of Gilmer County Georgia to establish the same at the time of the recording of the within document. However, the Developer reserves all rights and responsibilities that will pass to the Owners Association at such time as the same is activated by the Developer. Until such time as the Developer owns less than ten lots in any phase of the Development, no third party or parties shall have the right to activate the Owners Association. At such time as the Developer elects to activate an Owners Association the Developer will send a written notice to the named property owner, as of January 1 of the year of activation, to the address as the same appears on the tax records of Gilmer County, Georgia, of the date of activation of the Owners Association. Said notice, forwarded via certified mail, shall be deemed the only notice required. Thereafter the rights, obligations and responsibilities of the Developer shall vest with the Owners Association. 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 such joint owners. The Developer and its successors are all members of the Association until all Lots are sold.

ASSESSMENTS

ASSESSMENTS. The Developer, for each Lot owned within the Property, hereby covenants, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the annual assessments and special assessments hereinafter set forth.

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 for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

ASSESSMENT PURPOSE. The assessments levied herein 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 is shown on the recorded development plat), 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 attorneys' 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 Developer or at such times as created, the Owner's Association shall have the right from time to time to amend these restrictions and covenants. Such right shall remain the sole right of Developer and once created, by a vote of two thirds of the lot owners. Any such amendments shall be recorded on the Deed Records of Gilmer County and cross referenced to the within document.

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 Gilmer 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 Gilmer 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 Developer retains ownership of one or more lots in said subdivision, Developer shall have the right, in their sole discretion and judgment, 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 provision hereof is invalid for any reason shall not affect the validity of any other provision 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, successors and assigns. Said declaration shall run with the

title to the property described above and any subsequent property that is added hereto by amendment.

Non County Roads

The streets in this subdivision are private streets and are neither maintained by Gilmer County nor considered part of the road system of Gilmer County. The responsibility for the upkeep and maintenance of the streets shown heron are the responsibility of the Individual homeowners through the subdivision's homeowners association.

In no case shall Gilmer County be responsible for failing to provide any emergency or regular fire, police or other public service to the property and/or occupants when the failure is due to inadequate design or construction, blocking of access routes, or any other factors within the control of the declarant, the association, or owners. In no case shall the county maintain any private street.

IN WITNESS WHEREOF, the Developer has hereunto set their hands and seals the day and year first above written.

Pamela Patterson SEAL

Cheryl Dupont SEAL

Signed, sealed and delivered in the presence of

Alisa Young
Witness

Lynn Dillard Doss
Notary



SISSON UTILITIES, INC.
Pamela Patterson SEAL

Cheryl Dupont SEAL

Signed, sealed and delivered in the presence of

Alisa Young
Witness

Lynn Dillard Doss
Notary

