



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.

COUNTY OF UNION
STATE OF GEORGIA

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

This Declaration, made this 17th day of June, 1982 by Mountain Lakes Development Company, a Georgia Corporation, (herein, OWNER). This agreement shall be binding upon, and shall inure to the benefit of, the successors, assigns, and grantees of owner.

WHEREAS, Owner owns that certain tract of realty acquired by Owner from Dora Allison Spiva by Warranty Deed dated April 26, 1982 and recorded in Union County, Georgia Deed Book 121 at pages 544-5, and depicted on that certain plat prepared for Dora Spiva by Jack Stanley, Union County, Georgia Surveyor, dated April 26, 1982 and recorded in Union County, Georgia Plat Book J at page 189 (herein, PLAT)(said realty being herein referred to generally as, REALTY).

WHEREAS, Owner may, in its sole and absolute discretion, and from time to time, construct certain common roadways on said realty, and may sell off parcels (as herein defined) out of said realty to various future prospective purchasers for residential uses; and

WHEREAS, Owner desires and intends, by these reservations, restrictions, limitations, and conditions, which are to run with the land (herein, COVENANTS) to enhance, protect, and preserve the value, desirability, and attractiveness of any parcels that may be sold off therefrom for residential purposes and uses;

NOW THEREFORE, for and in consideration of the premises, and the good, valid and sufficient benefits and consideration flowing to Owner and any future parcel owner (as herein defined) from the making and establishing of these covenants, owner does hereby create, establish, fix and impose the following enumerated covenants, upon all parcels (as defined herein) of said realty:

1.

DEFINITIONS: In addition to the definitions stated in the premises above, the following words and phrases, as used herein, shall have and be subject to only the following respective interpretations and meanings, whether in the singular or plural, and irrespective of gender:

- (A) PARCEL: Shall mean any parcel or portion of the original larger tract of land identified in the premises herein as REALTY.

- (B) PARCEL OWNER: Shall mean any initial grantee or owner of any parcel as defined herein, and any successor, assignee, legal representative, heir, or any subsequent owner or grantee of any such parcel.
- (C) COMMON ROADWAY: Shall mean any roadway constructed on any portion of the subject realty for common use by owner and any present or future parcel owner, and their respective successors, assigns, legal representatives, heirs, grantees, guests and invitees, together with all easements and reservations accompanying such common roadways, solely as a means of non-exclusive continuing access, egress, and ingress, to and from areas or parcels of the subject realty.
- (D) RESIDENTIAL: Shall mean, when used in reference to any parcel of the subject realty, use of any parcel solely for residential purposes exclusively, as distinguished from any commercial, industrial, or business use. However the use of the term residential in reference to any parcel of the subject realty shall not be exclusive of, or prohibit, a parcel owner's acquisition of a parcel for investment purposes and for contemplated resale to another for residential purposes and uses.
- (E) DWELLING: Shall mean a single family residential dwelling to be erected or placed on any parcel, which is to be either: constructed by conventional means on the site of the parcel; or preconstructed or prefabricated off site and permanently placed, tied, and anchored, onto a permanent and fully finished foundation on the parcel.

2.

SCOPE OF COVENANTS: These covenants shall apply to and govern the use of parcels, from and after the time of conveyance out by owner of each such parcel.

3.

COVENANTS TO RUN WITH THE LAND: All covenants herein stated shall run with the land and shall be binding upon, and shall inure to the benefit of, owner and each parcel owner, and their respective successors, assigns, legal representatives, heirs, and subsequent grantees.

ENFORCEMENT OF COVENANTS: So long as owner remains owner of any portion of the subject realty owner reserves the exclusive right and power to, in its sole and absolute discretion, enforce or not to enforce, these covenants by any and all legal and equitable remedies, either through owner's actions individually, or by assignment of this enforcement right to owner's assignee, and in such case of assignment, owner's assignee shall be fully authorized and empowered to initiate and prosecute any legal or equitable enforcement rights and remedies as fully as owner could do itself. However any such assignee of owner shall undertake such enforcement rights and remedies at such assignee's own cost; and owner shall in no way be responsible for any acts or omissions by such assignee in respect to such enforcement efforts; and such assignee shall hold owner harmless, and make owner whole, at assignee's own cost, against the lawful claims of any persons or entities whomsoever arising out of any acts or omissions on the part of such assignee undertaken in respect thereto.

Whenever Owner no longer owns any portion of the subject realty, then any then present or future parcel owner shall have, and may exercise, the non-exclusive right and power, at such parcel owner's own cost and risk, to enforce these covenants against any other parcel owner or violator of these covenants.

In the event of enforcement of these covenants by owner, or by owner's assignee, against any future violator thereof, owner, or owner's assignee, shall be entitled to be reimbursed from any such violator, immediately upon demand, for all of its reasonable costs and expenses incurred in such enforcement efforts, including but not limited to any and all court costs, and out of pocket expenses, and including but not limited to reasonable attorney's fees (to be computed at the rate of \$75.00 per hour) in the event of owner's engagement of an attorney's assistance in any such enforcement efforts.

It shall be the affirmative duty of each parcel owner to take whatever steps are reasonably necessary to assure that no violation of these covenants occurs on such parcel owner's parcel of this realty.

COMMON ROADWAY(S): The following covenants and reservations shall apply to and govern the construction, maintenance, repair, and use and enjoyment of all common roadways

now on or hereafter to be constructed on, the subject realty:

- (A) Owner, and all parcel owners, and those claiming by, through or under them together with their respective SPECIFIC INVITEES AND GUESTS, (but not members of the public generally), shall have and may exercise the continuing and perpetual non-exclusive right of ingress and egress over and along all common roadways now on, or hereafter to be constructed on, the subject realty as a means of access, serving only owner's subject realty, and all of its parcels, or other lands that may be hereafter acquired by Owner, to and from any public roads now or hereafter serving the subject realty and any parcel thereof.
- (B) Unless otherwise specifically provided to the contrary, in the sole and absolute discretion of owner, in the closing transaction documents at the time of any future conveyance by owner of any parcel out of the subject realty, perpetual common, and non-exclusive absolute access right-of-way easement, 30 feet in width, for existing or future common roadways on and through the subject realty, and running along and contiguous to all of the boundaries of each existing or future parcel, and over each such parcel, is hereby permanently reserved for continuing common roadway and common access purposes and uses through and over the subject realty and all present or future parcels thereof; together with all attending rights of entry and easements to clear, grade, ditch, construct, repair, maintain and replace, said common roadways and right-of-ways from time to time in the future.
- (C) Only owner and parcel owners and their respective specific invitees and guests, and not the public generally, shall be permitted use of said common roadways as a means of access to and from owner's realty (or other present or future lands of owner) and to and from the said

parcels thereof.

(D) So long as owner owns any remaining portion of the subject realty owner reserves the exclusive, absolute and irrevocable right and power (which power shall be deemed to be a power coupled with an interest which shall not be revocable by death or disability of any present or future parcel owner), at any time hereafter, and in the sole and absolute discretion of owner, to convey or dedicate the full, valid, unencumbered, and marketable, fee simple title and ownership, in and to all common roadways now on or hereafter to be constructed on, or now depicted or hereafter to be depicted on any present recorded plat recorded by owner, or any future plat to be hereafter recorded by owner, of, the subject realty, to the county or any other governmental entity or governmental subdivision, for public road purposes and uses. However, subsequent to the time when owner shall own no remaining portion of the subject realty, then a majority of all of the then parcel owners whose parcels are then bounded by common roadways, at any time thereafter, shall have and may exercise, in their sole and absolute discretion, this aforesaid power of conveyance or dedication to Union County or any other governmental entity or governmental subdivision, for said public road purposes and uses.

(E) No present or future parcel owner shall construct or permit the construction of any additional roadways over any portion of their respective parcels as a means of access serving any adjoining lands not encompassed within the boundaries of the subject realty. However, this subject prohibition shall not apply to any common roadways constructed, or permitted to be constructed, by owner on the subject realty, or any roadways depicted on plats prepared and recorded, or to be hereafter prepared and recorded, at any time by owner while owner retains ownership of any portion of the subject realty.

However, parcel owners shall be permitted to construct individually, or jointly with other parcel owners, private

driveways to provide single or joint access from the common roadways to their respective parcels, so long as such private driveways dead end on and within their respective parcels, and are not used to serve other adjoining lands not within the subject realty.

(F) Owner does not hereby undertake any commitment, promise or obligation to construct, repair, replace, or maintain any common roadways on the subject realty. All questions relating as to whether, where, when and how, to construct, repair, replace, or maintain any such common roadways, or to prepare and record binding plats of existing or proposed common roadways, on and through the subject realty, SHALL REMAIN EXCLUSIVELY IN THE SOLE AND ABSOLUTE DISCRETION AND POWER OF OWNER, FOR SO LONG AS OWNER RETAINS OWNERSHIP OF ANY PORTION OF THE SUBJECT REALTY. And, once such common roadways are constructed on the subject realty, or plats depicting proposed common roadways on and through the subject realty are now or hereafter recorded by owner (irrespective of whether any such proposed platted common roadways be actually constructed by owner or otherwise), then all such then existing or proposed and platted common roadways shall be final and binding upon all present or future parcel owners, and these covenants shall be fully valid, binding, and governing in respect thereto as to all present or future parcel owners.

(G) Owner contemplates that present or future ^{adjoining} parcel owners shall own title to the center line of each such common roadway, and that each parcel adjoining the existing, or proposed, common roadway's center line and on each side thereof, shall be subject to the aforesaid 30 feet wide perpetual common roadway easement running over and across each parcel adjoining an existing or proposed common roadway center line, and along and contiguous to said common roadway center line; with the result that the common roadway right-of-way and easement shall be 60 feet in total width

(said total 60 feet common roadway right-of-way and easement consisting of each of the aforesaid adjoining 30 feet wide common roadway right-of-ways and easements across each adjoining parcel).

- (H) Owner shall be under no duty, obligation, or commitment to construct any common roadway on the subject realty, or any proposed common roadway depicted on any plat now or hereafter made or recorded, such matters being in the sole and absolute discretion of owner. Neither shall owner be under any duty to repair, maintain or replace any common roadway once it may have been constructed. Following the time when owner shall no longer own any portion of the subject realty, (or prior to such time, with owner's prior written specific consent and permission), one or more of the then parcel owners, may either individually or jointly among themselves, and at their own cost, repair, maintain, replace, or improve any then existing common roadway, or construct any proposed common roadway as depicted on any plat that shall have then been prepared and recorded by owner at any time during owner's retention of ownership of any portion of the subject realty.
- (I) Each owner of any parcel of the subject realty shall be deemed to have fully and finally consented to any future dedication or conveyance, to, or exercise of the right of eminent domain by, Union County or any other governmental entity, for purposes of converting any then existing common roadway, or any then proposed and platted common roadway as hereinabove provided, on or through the subject realty, for public roadway purposes and uses, without claim or right of damages or compensation in respect thereto, and with any such otherwise claim or right of damages and compensation in respect thereto being fully and finally generally released by each parcel owner.

ARCHITECTURAL, SCENIC, AND USE COVENANTS: The following covenants shall govern the architectural, scenic, and use characteristics for all parcels of the subject realty:

- (A) No single parcel, as originally conveyed by Owner, or as may be later subdivided by a parcel owner, shall be less than two square acres in size.
- (B) All parcels shall be used solely for residential purposes of parcel owners or their respective invitees and guests. Parcel owners may rent, or list for rental purposes, the dwelling on their respective parcels.
- (C) Only residential dwellings may be erected or placed upon the subject parcels. And, only one residential dwelling may be erected or placed upon one parcel.
- (D) Each residential dwelling shall be of permanent type construction, and of at least 600 square feet of enclosed, roofed, and heated living area, exclusive of porch areas, in size.
- (E) One or more residential related storage or utility building, or garage, may be erected for uses and purposes incidental to use of the main residential dwelling; however such additional and incidental buildings shall not be used or occupied as living quarters for persons. Any such additional incidental dwelling related buildings shall be of a permanent type construction and constructed out of building materials comparable to, or compatible with, the building materials used in constructing the main residential dwelling, in respect to their exterior finishes.
- (F) No junk motor vehicles may be kept on the subject realty, or any parcel or common roadway thereof. For these purposes a motor vehicle without a current year license plate shall be deemed to be a junk vehicle.
- (G) Only underground, screened, or hidden garbage receptacles

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- (H) No noxious or offensive activity, noise, odor, or condition shall be permitted to exist on any parcel of said realty, which may be or become an annoyance or a nuisance to other present or prospective parcel owners of said realty; and no rubbish or garbage may be dumped, placed, or kept on any parcel or common roadway of the subject realty.
- (I) All improvements shall be fully finished on the interior and exterior, with no exposed unpainted concrete blocks, tar-paper, insulation, or other unfinished building materials.
- (J) A parcel owner whose parcel is of at least four or more square acres in size may subdivide his parcel by a formal recorded professional plat; provided that no such subdivided smaller parcel of such an original larger parcel shall be less than 2 square acres in size. And, following any such subdivision all such remaining subdivided parcels of such original larger parcel shall be fully subject to all of the subject covenants contained herein.

NOW THEREFORE, undersigned owner has made, created, and declared, and does hereby make, create and declare the within and foregoing covenants, to run with the land, for the uses, purposes, and objects stated hereinabove.

IN WITNESS WHEREOF, owner, by and through its undersigned duly authorized representatives, has hereunto affixed its hand and seal this 17th day of June, 1982.

OWNER: MOUNTAIN LAKES DEVELOPMENT COMPAN
BY: *Tom Carter* (SEA)
President

Duly signed, sealed,
and delivered in our
presence this 17th
day of June, 1982

ATTEST: *Wanda V. Spelckart* (SEA)
Secretary

William M. Ritchie
Jo Anne Roberts, N.P.
Notary Public,