



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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PROTECTIVE COVENANTS & RESTRICTIONS,
ROAD BASEMENTS & MAINTENANCE AGREEMENTS,
Along with
WATER RIGHTS, EASEMENTS, and MAINTENANCE AGREEMENTS
FOR

MOUNTAIN HIGH SUBDIVISION Phase SIX

This Agreement made this 26th day of May, 2005, by the undersigned MOUNTAIN HIGH BUILDERS, LLC a Georgia Limited Liability Company (hereafter collectively referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the fee simple owner of all that 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:

All that tract or parcel of land lying and being in the 8th District and 1st Section of Fannin County Georgia and being a part of Land Lot No. 36 and in the 8th and 1st Section Land Lot 19 of Fannin County Georgia and being more particularly described as **LOTS 46, 47, 48, 49, 50, 51, 52, 53, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, of MOUNTAIN HIGH SUBDIVISION Phase SIX** as shown on plat of survey dated June 22, 2004 prepared by Chastain & Associates G.R.L.S. No. 2718 and being recorded in Plat Hanger D-231, Page 1c-B, Fannin County Records. Said recorded plat is hereby made a part of this deed by reference thereto for a more complete description of the above described property.

The above described property is conveyed subject to all covenants, restrictions, and rights of way as set forth on recorded plat or as appearing of record.

WHEREAS, Declarant desires to enhance the value and provide for the uniform development of the Subdivision;

NOW, THEREFORE, the Declarant 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 thereon, and shall, subject to the limitations herein provided, inure to the benefit of each Owner of property, his heirs, successors, and assigns.

1. The exterior of all structures to be constructed on any of said lots shall be completed within twelve (12) months from date that construction begins. Temporary campers are permitted during construction only.
2. All Lots shall be used for residential purposes only and no business or business activity shall be conducted.
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 a closed 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.
4. No mobile, modular, prefab home or homes constructed in whole or in part off of any Lot 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).
5. Trailers and Commercial Vehicles - No parking of any house or travel trailer, truck (excluding pickup truck), camper, tent, or other similar vehicle, outbuilding, or structure shall be placed on the property at any time for a period exceeding (48) hours. No industrial, commercial or farm equipment or vehicles, including without limitation dump trucks, moving vans, step 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 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. Large and/or potentially vicious breeds of dogs are specifically excluded, and may not be raised, bred or kept on any lot.
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.
8. Driveways and yards of each lot shall be maintained in good order at all times.
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 therefor, which must be at least SIX (5) feet from any Lot line.
10. Outdoor lighting - All outdoor lighting shall be so shaded and directed such that the light there from is directed to fall only on the same premises where light sources are located.
11. Clotheslines - No garments, laundry, rugs or other articles may be aired or dried on any Lot.
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 in 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 (not more than Three square foot in area); 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 rustic matching siding, in order to better blend in with surrounding buildings.
15. No parcel, or its configuration, as originally sold and conveyed by MOUNTAIN HIGH BUILDERS, LLC, shall be thereafter altered in size or configuration, or subdivided, by any parcel owner or his successors and assigns, provided that, MOUNTAIN HIGH BUILDERS, LLC 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 a parcel owner, and in such case any such altered or newly created parcels shall be subject to these covenants.
16. Declaration herein grants, to all owners of the above-referenced lots, all necessary easements for 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. All homes in the MOUNTAIN HIGH SUBDIVISION Phase SIX shall be of rustic look by log or log siding.
18. All homes built shall be a minimum of 1200 square feet in size.
19. If any trees on neighboring lot should obstruct the view of adjoining lot, the developer retains the right to top or trim the tree or trees without approval from lot owner.

ROAD MAINTENANCE ASSESSMENTS

Prorated Obligation of Assessments: Claim of Lien: All purchasers of Lots within MOUNTAIN HIGH SUBDIVISION Phase SIX, by acceptance of a deed therefor, 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 Subdivision; and (2) special assessments for emergency repairs to said roads within said Subdivision, these assessments to be established by:

1. For annual assessments for regular road maintenance: The Owners (by a majority vote) shall prorate an estimated budget (to begin at \$200.00 per year in 2005) for said maintenance among all owners of lots in MOUNTAIN HIGH SUBDIVISION ALL PHASES (one share per lot owned). Each lot's owner(s) shall then be responsible for this prorated amount, to be paid prior to January 1 of the year of the assessment.
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 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 attorney's 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 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 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 within MOUNTAIN HIGH SUBDIVISION, All phases included. 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 assessments 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. Assessments shall not apply to the Developer and/or Declarant.

**DECLARATION OF HOMEOWNERS' ASSOCIATION
FOR MOUNTAIN HIGH SUBDIVISION PHASE SIX SUBDIVISION**

The following words, when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Homeowners' Association" or "Association" shall mean and refer to MOUNTAIN HIGH SUBDIVISION Homeowners' Association, formed by the Declarant.
- (b) "Properties" shall mean and refer to all such properties delineated as MOUNTAIN HIGH SUBDIVISION ALL PHASES, as well as adjacent properties added by Declarant to the "Submitted Property."
- (c) "Development" shall mean the entire MOUNTAIN HIGH SUBDIVISION, include all phases.
- (d) "Common Properties" shall mean and refer to the portions of the Properties described as "common area(s)," "common drives(s)," or as "street(s)," "road(s)," "walkway(s)," "pathway(s)," "pond access," "dock(s)," "parking area(s)," "utility service area(s)," "park(s)," and shall include, but not be limited to, all parts of the Properties conveyed by the Declarant to the Homeowners' Association.
- (e) "Unit" or "Lot" shall mean and refer to any Lot shown on a plat of all, or part, of MOUNTAIN HIGH SUBDIVISION PHASE SIX as now or hereafter recorded on the public records of Fannin County, Georgia.
- (f) "Declarant" shall mean and refer to MOUNTAIN HIGH BUILDERS, LLC, by the listed undersigned as its Members/Managers, its successors and assigns.
- (g) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Properties, including the Declarant with respect to any unsold Lot, but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (h) "Member" shall mean and refer to all those Owners who are members of the Homeowners' Association as provided below.
- (i) Each lot owner (One share per lot) shall pay at time of closing Homeowners Association dues in the amount of \$200.00 per year. Said amount shall be pro-rated at time of closing and shall be due and payable on January 1 of each following year. Should amount not be paid then Declarant shall have the right to place a lien on the property in which association dues are due.

Section 1: Membership and Voting Rights in the Association

Every person or entity who is a record Owner of a fee or undivided fee interest in any unit or Lot shall be a Member of the Homeowners' Association, provided that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a Member. If two or more Lots (or portions thereof) are combined so as to serve as a residence Lot for one residence, each lot owned shall have its own voting for voting purposes.

Section 2: Voting Rights

The Homeowners' Association shall have one class of voting membership:

- A. Class A members shall be all those Owners as defined in Section 1 with the exception of the Declarant. Class A Members shall be entitled to one vote per Lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such person shall be

Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Until the sale of all lots owned by Declarant, his heirs or assigns, Declarant shall solely control the affairs of the Homeowners' Association, which shall have no powers until the sale of all lots unless said powers shall be authorized, in writing, by the Declarant.

Anything in this Declaration, the Homeowners Association Articles of Incorporation or By-laws to the contrary notwithstanding, for as long as Developer is the Owner of any lot within the properties, no vote, decision, or action which requires the approval or a vote of a majority or more of the Members of the Homeowners' Association voting on said matter, irrespective of class, shall be effective or implemented until Declarant has approved of or consented to same in writing directed to the Board of Directors of the Homeowners' Association.

Section 3: Declaration Superiority

Neither the articles of Incorporation nor the by-laws shall, for any reason, be inconsistent with this Declaration. In the event of any such inconsistency, the provisions of this Declaration shall prevail.

Section 4: Duties of the Association

The Homeowners' Association shall, in addition to such obligations, duties and functions as are assigned to it by other provisions of this Declaration, have the obligations, duties and functions (subject to the provisions of this Declaration), to do and perform each and every one of the following for the benefit of the Owners and for the maintenance, administration and improvement of the Properties:

- a. Leads All real estate encompassed in the above legal description is subject to the membership requirements set forth herein and in the by-laws.
- b. Enforcement To take such action, whether or not expressly authorized herein or in any governing instrument, as may be reasonably necessary to enforce the restrictions, limitations, covenants, affirmative obligations, conditions and other provisions of this Declaration, and of the Articles of Incorporation and by-laws.
- c. Operation and Maintenance of Common Property To own, operate, maintain and otherwise manage or provide for the operation, maintenance and management of the Common Property, together with all easements for operations and maintenance purposes and for the benefit of the Homeowners' Association or its Members over and within the Common Properties; to keep all improvements of whatever kind and for whatever purpose from time to time located thereon in good order, conditions and repair, and to maintain any parking areas and streets free and clear from obstructions and in a safe condition for vehicular use at all times.

The Homeowner's Association shall maintain and repair the road system within the subdivision:

- d. Water and other Utilities Acquire, provide and/or pay for water, sewer, garbage disposal, electrical, telephones and gas, cable television, and any other necessary utility services for the Common Properties.
- e. Taxes and Assessments to pay all real and personal property taxes and assessments, if any, separately levied upon or assessed against the Homeowners' Association and/or any property owned by the Homeowners' Association. such taxes and assessments may be contested or compromised by the Homeowners' Association; provided, however, that they are paid or a bond insuring the payment is posted prior to the sale or other disposition of any property to satisfy the payment of such taxes.
- f. Dedication for Public Use To promptly dedicate such streets, roads and drives and such water, sewer, or other utility lines or facilities and appropriate easements as may be specified by Declarant or the Homeowners' Association to such municipalities, utility companies, political developments, public authorities, or similar agencies or bodies as may be designated by Declarant or the Homeowners' Association.
- g. Insurance To obtain and maintain insurance as provided for by the by-laws or this Declaration.
- h. Rule Making To make, establish, promulgate, amend or repeal any rules and regulations as may be deemed necessary by the Homeowners' Association.
- i. Enforcement of Restrictions and Rules To perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably necessary or appropriate to enforce or effectuate any of the provisions of this declaration and the rules and regulation of the Homeowners' Association.

Section 5: Powers and Authority of the Homeowners' Association

The Homeowners' Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Homeowners' Association under this Declaration, the Articles of Incorporation and/or the by-laws, and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Homeowners Association including the following which are listed without intent to limit the foregoing articulation:

- a. **Assessments** To levy assessments on the Owners of Lots and to enforce payment of such assessments, all in accordance with the provision of this Declaration.
- b. **Right of Enforcement** In its own name, on its own behalf or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of any provision of this Declaration and the rules and regularities promulgated by the Homeowners' Association, and to enforce, by mandatory injunction or otherwise, all of the provision thereof.
- c. **Easements and Rights-of-Way** To grant and convey to any third party easement and rights-of-way in, on, over, and under the Common Properties and any private streets located thereon for the purposes of constructing, erecting, operating or maintaining thereon, therein, or thereunder, (1) overhead or underground lines, cables, wires, conduits or other devices for the transmission of electricity and for lighting, heating, power, telephones, community television, radio and audio and antenna facilities and for other appropriate purposes; (2) public sewers, storm water drains and pipes, water systems, sprinkler systems, water, heating and gas lines or pipes; and (3) any similar public or quasi-public improvements or facilities.
- d. **Right of Entry** Without liability to any Owner, to cause its agents, independent contractors and employees, after notice, to enter upon any Lot or the exterior of any residence for the purpose of enforcing any and all of the provisions of this Declaration, for the purpose of maintain and repairing such Lot or residence if for any reason whatsoever the Owner thereof fails to maintain it in good condition and repair and so as to present an attractive exterior appearance as required by the Restrictive Covenants below.
- e. **Maintenance and Repair Contracts** To contract and pay for, or otherwise provide for, the maintenance, restoration, and repair of all improvements of whatsoever kind and for whatsoever purpose from time to time located upon or within the Common Properties, including the road system.
- f. **Insurance** To obtain, maintain and pay for such insurance policies or bonds, whether or not required by provision of this Declaration or the by-laws, as the Homeowners' Association may deem to be appropriate for the protection or benefit of the Homeowners' Association, the Members of the Board, Owners, their tenants or guests, including but not by way of limitation, fire and extended coverage insurance covering the Common Properties, liability insurance, war risk insurance, boiler insurance, workmen's compensation insurance, malicious mischief insurance, automobile non-ownership insurance, and performance and fidelity bonds.
- g. **Utility Service** To contract and pay for, or otherwise apply for, any necessary utility services including, but without limitation, water (subject to the Water specifications as below), sewer, garbage, electrical, telephone, cable television and gas services for the benefits of the Homeowners' Association.
- h. **Professional Services** To contract and pay for, or otherwise provide for, any necessary services of architects, engineers, attorneys, certified public accountants, and such other professional and non-professional services as the Homeowners' Association deems necessary.
- i. **Street Maintenance** To contract and pay for, or otherwise provide for, the construction, reconstruction repair, replacement, or refinishing of any streets, roads, drives, parking areas, or other paved areas upon any portion of the Common Properties not dedicated to any governmental unit.
- j. **Protective Services** To contract and pay for or otherwise provide for fire, security, and other such protective services as the Homeowners' Association shall from time to time deem appropriate or the benefit of the development, the Owners, their tenants and guests.
- k. **General Contracts** To contract and pay for, or otherwise provide such materials, supplies, furniture, equipment, and labor as and to the extent the Homeowners' Association deems necessary.
- l. **Liens** To pay and to discharge any and all liens from time to time placed or imposed upon any Common Property on account of any work done or performed by or on behalf of the Homeowners' Association in the fulfillment of any of its obligations and duties of ownership, maintenance, repair, operation or administration.
- m. **Controlled access provisions** To make decisions related to security measures, including, but not limited to access privileges to visitors or service personnel. These decisions shall not apply to

Declarant or his assign's, who shall have unlimited access as long as lots remain unsold by Declarant, its heirs or assigns.

Section 6: Property Rights in Common Properties

- A. Members' Easements of Enjoyment:** Every member shall have a nonexclusive right, license, privilege, and easement of enjoyment in and to the Common Properties(if any), and such easement shall be appurtenant to and shall pass with the title to every Lot. In addition, the Declarant does hereby grant unto the Owners of each Lot in the properties a non-exclusive easement in perpetuity for ingress and over and across the streets, road and walks in the Common Properties for all lawful purposes.
- B. Title to Common Properties:** The Declarant shall convey to the Homeowners' Association legal title to the Common Properties, subject, to the following covenant which shall be deemed to run with the land and shall be binding upon the Homeowners' Association, its successors and assigns:

In order to preserve and enhance the property values and amenities of the development, the Common Properties and all facilities now or hereafter built or installed thereon shall at all times be maintained in good repair and condition and shall be operated in accordance with high standards. The maintenance and repair of the Common Properties shall include, but not be limited to, the repair of damage to roadways, walkways, outdoor lighting, fences, and landscape maintenance.

C. Extent of Members' Easements: The rights and easements of enjoyment created hereby shall be Subject to the following:

- a. The right of the Homeowners' Association in accordance, in accordance with its Articles and By-laws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties.
- b. The right of the Homeowners' Association to take such steps as are reasonably necessary to protect the Common Properties against foreclosure.
- c. The right of the Homeowners' Association, as provided in its Articles and by-laws, to suspend the enjoyment right of any Member, except as to ingress and egress to and from such Member's Lot, for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations.
- d. The right of the Homeowners' Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, utility for the installation, maintenance, and inspection of lines and appurtenances for public and private water, sewer, drainage, cable television, telephone, electricity, gas and other utilities, and for completion of the development. No such dedication or transfer shall be effective unless an instrument signed by Members entitled to cast two thirds(2/3) of the votes irrespective of class of membership has been recorded, agreeing to such dedication, and unless notice of the proposed agreement and action thereunder is sent to every member at least thirty (30) days in advance of any action taken.
- e. The right of the holder of a mortgage encumbering the Common Properties, upon foreclosure or proceeding in lieu of foreclosure, to enter upon and take possession of the Common Properties, for the purpose of operating, administering and maintaining said Common Properties for the use and benefit of all Owners of Lots within the Properties, subject to the terms, conditions and provisions of the Declaration.

WATER USE, MAINTENANCE AND EASEMENT AGREEMENT

Declarant was the owner of a well system that provides water to the lots listed in Mountain High Subdivision Phase Three along with other phases. Declarant transferred said well system to a water-servicing contractor designated as Holloway Holdings, LLC. Declarant retains a permanent and perpetual easement to said well and water system, and retains the sole and exclusive right to operate, maintain and replace said well and water system for the benefit of all future owners of lots in MOUNTAIN HIGH SUBDIVISION all Phases, as they deem necessary.

All future lot owners of MOUNTAIN HIGH SUBDIVISION , Phase SIX shall have a permanent and perpetual right to contract for water service from the above described water system at the following rates and shall be subject to the following terms.

Holloway Holdings, LLC, its heirs and/or assigns shall maintain a pump on said well for the benefit of themselves and other purchasers of lots in said subdivision, that have contracted with Declarant. Holloway Holdings, LLC shall be responsible for electricity to power said pump. Once a lot owner has hooked on to the meter box, the lot's owner shall be responsible for reimbursing Servicer \$30.00 per month (to be paid as a lump sum of \$360.00 on or before January 1 of each year, and to be prorated for the remainder of each year at the time of each future closing if a mid-year closing). This amount shall increase by an amount not to exceed the Consumer Price Index (CPI) each year, and Servicer shall give notice of this increase amount not less than 30 days prior to January 1.

Failure to pay the yearly water fee shall allow Servicer to place a lien on the nonpaying lot and against the lot's owner for the amount of the unpaid bill, interest, and reasonable attorney's fees to collect same, along with disconnection of water service until full outstanding amount is paid to said servicer with reconnect fee.

Declarant and individual lot owners may agree to an alternate arrangement to the above expense repayment provisions. If Declarant and individual lot owners do not agree to an alternate arrangement, then the above provisions shall apply.

The following provisions shall apply to each lot's owner(s):

- 1) Each lot owner shall, at their own expense, pay the full cost of the water lines running from their home to the meter established, and shall be solely responsible for maintenance and replacement of their own lines.
- 2) If, as the result of freezing of the water lines and breaking of the same, and if as a result the pump is destroyed and/or must be replaced or repaired, said responsibility shall be the responsibility of the party whose water line froze and broke. If multiple lines should freeze and break resulting in this damage, then the owners of the damaged lines shall share equally the costs associated with the repairs to the pump and/or well.
- 3) In the event that the pump or water system is damaged through an owner's negligence, then the party responsible for said negligence shall be wholly responsible for the costs of repair or replacement of the pump or water system and all necessary expenditures associated therewith.

RESERVATION BY DECLARANT OF ROAD EASEMENT

The Declarant hereby reserves unto itself, its 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 gratings 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 MOUNTAIN HIGH SUBDIVISION; 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 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 a occurred and Declarant filed a written EXTINGUISHMENT OF EASEMENT document with the clerk of Superior Court, Fannin County.

ROAD EASEMENT FOR MOUNTAIN HIGH SUBDIVISION, Phase SIX

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

DURATION AND AMENDMENT

This declaration and the restrictions contained here in shall run with and bind the submitted property for a period of TWENTY Years from and after the date when this declaration is filed for record with the Clerk of the Superior Court 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 of Fannin County, Georgia, or in such other place of recording as may be appropriate at the time of the execution of such instrument.

MISCELLANEOUS

1. **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.
2. **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.
3. **Binding Effect** - This declaration shall be binding upon the undersigned, its 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.
4. Declarant shall in no way be held liable or subject to any type law suits, of any type, from anyone in regards or connection to said subdivision once all Lots within said SUBDIVISION(all phases) have been conveyed by them.
5. Declarant hereby states that at time of recordation of this agreement they have complied with all Fannin County Land Development laws and regulations for development of said subdivision. And should any new purchaser of a lot within said subdivision not comply with said County laws and regulations for any reason, Declarant shall in no way be held responsible or liable, and shall be fully released of all liability thereof.

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

Signed, sealed and delivered in the
Presence of:

MOUNTAIN HIGH BUILDERS, LLC
(a Georgia Limited Liability Company)

Sherry H. Curtis
Witness:

David Haight
Declarant - David Haight

Jessica Spitzer
Notary Public:
