



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.

GEORGIA, Gilmer County
 Clerk of Superior Court
 Filed for Record 1-28-97
 At 3:30 P.M. Recorded 1-29-97
 Book 545 Page 78
Blanche Ann Johnson
 Clerk of Superior Court

DECLARATION
 OF
 COVENANTS, CONDITIONS AND RESTRICTIONS
 FOR
 MOUNTAINTOWN PATHWAYS

THIS DECLARATION is made this 28 day of January, 1997, by WILLIAM T. WOLFE, individually and as Executor of the Estate of Marie P. Wolfe (a/k/a Marie T. Wolfe), hereinafter referred to as "Declarant". Declarant is the owner of certain real property located in Land Lot 252, 10th District, and Land 4, 26th District, 2nd Section, Gilmer County, Georgia, known as MOUNTAINTOWN PATHWAYS, PHASE I.

The Declarant proposes to subdivide the property into lots for sale to the general public. By this Declaration, Declarant intends to establish certain covenants, conditions and restrictions (referred to collectively hereafter as the "restrictions") on the lots for the benefit and protection of the future and present owners of the lots and for the establishment and maintenance of sound values for the lots. The restrictions herein are intended to run with the land, and to inure to the benefit of and be binding upon each interest so conveyed or reserved and all parties having or acquiring any right, title, interest or estate therein. The restrictions herein are intended to be mutually enforceable by and upon all such parties, which shall include the Declarant, his heirs, successors and assigns. It is Declarant's intention that this Declaration, the real property subject hereto and the homeowners association created in accordance herewith be governed by the Georgia Property Owners' Association Act.

1.

This Declaration shall be applicable to those subdivided lots (the "Lots") and roads which appear on a Final Plat for Mountaintown Pathways (Phase I) denominated with a lot number on said plat, which is filed of record in the Office of Superior Court of Gilmer County. This Declaration shall also be applicable to lots in any future phase of said subdivision, the deeds (or Final Plat) to which bear express reference to this Declaration. Nothing herein shall be construed as an obligation on the part of Declarant to subject other phases or lots in the subdivision to this Declaration.

2.

The Lots subject to this Declaration shall be used for residential purposes only; no commercial activity shall be conducted. No more than one dwelling shall be placed on a Lot; and no Lot shall be further subdivided. No dwelling shall have less than 726 square feet of finished, heated living space, exclusive of porches, carports, garages, patios, etc. Each dwelling shall be built on a permanent foundation. Construction of the exterior of a dwelling shall be completed within twelve months of commencement. With the exception of foundations, no building shall be constructed of concrete block, and all roofs shall have customary pitch. All exterior concrete block or poured concrete shall be covered by rock, stucco or other decorative material. No commercial, short-wave or other type of conspicuous antennae shall be permitted, with the exception of

ordinary television antennae. Satellite dishes shall be kept in the backyard or behind a screen acceptable to the Association. Propane tanks shall be below ground or screened from street view. All construction and other improvements shall be performed in strict compliance with state and local laws, regulations, codes and ordinances. Any damage or disturbance to a road or water system in the subdivision in connection with construction or other activity on a lot shall be the responsibility of the owner of such lot. Such owner shall, at a minimum, restore the road and water system, as nearly as practicable, to its former condition, at such owner's sole expense. Proper culverts or tiles shall be installed under all driveways, which shall have an asphalt, concrete or all-weather gravel surface. No silt or other drainage arising directly or indirectly from construction shall be permitted to enter upon the lot of another owner. Any violation of any land disturbance ordinance or law, or other land use regulation, shall be a violation hereof.

3.

No mobile homes shall be placed on any Lot. The location of recreational vehicles on Lots on a temporary basis shall be subject to regulation by the Association (as described below), as the same may be amended from time to time.

4.

The establishment, maintenance and use of all Lots with regard to the disposal of sewerage and effluent shall be done in strict compliance with currently existing State and County Health regulations. In particular, no outside toilets shall be allowed on any Lot, and no waste or effluent shall be permitted to enter any streams. All sanitary arrangements must be inspected and approved by local or State Health Officers.

5.

No animals or fowl shall be maintained kept on any Lot except household pets, which must be confined to the Lot unless such pet is on a leash or under the direct supervision of said owner or his agent; provided, however, that horses or cows may be kept on Lots larger than four (4) acres, if the area in which such animals are kept is fenced properly.

6.

Declarant for himself, and his successors and assigns, reserves easements for the installation and maintenance of all utilities and drains along a strip of land twelve and one-half (12 1/2) feet in width contiguous to all Lot lines and subdivision boundaries, and as may be shown on the above-mentioned plat. Declarant for himself, and his successors and assigns reserves the right of ingress and egress to such areas for the purpose of maintaining, installing and operating any of the above-mentioned utilities and drains.

7.

No noxious activity shall be carried on on any Lot or parcel of land, nor shall anything be done thereon which shall become an annoyance or nuisance to the neighborhood. No mass removal of trees will be allowed unless such is necessary for construction, or to prevent a hazard. Furthermore, no hardwood trees of a size greater than four (4) inches shall be removed from the property except in connection with the reasonable requirements of construction and landscaping, or where such trees are dead, damaged or present a hazard.

8.

No Lot or other area in the subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, including, but not limited to, junk vehicles of any sort and household waste; and shall be kept clean and in sanitary condition. No commercial vehicle,

motor home, recreational vehicle, camper, boat or boat trailer or like equipment shall be permitted on any lot on a permanent basis, but shall be allowed on a temporary basis not to exceed forty-eight (48) consecutive hours. Notwithstanding the foregoing, any such vehicles or equipment may be stored on a lot, provided such vehicle or equipment is kept in an enclosed space approved by the Association. No semi-tractors or other commercial vehicles shall be parked on or adjacent to a lot, except for such vehicles used to commute to and from work. No structure of a temporary character such as a basement, trailer, lean-to, tent, shack, garage, barn or other outbuilding shall be used as a residence at any time. Camping shall be permitted on a recreational and temporary basis only.

9.

Lot owners in the subdivision, by acceptance of a deed or by entering into a contract for the purchase of a lot in the subdivision shall become members of the Mountaintown Pathways Owners Association ("Association"), a non-profit Georgia corporation, and covenant and agree to pay to the Association annual membership dues and such special assessments (collectively, the "Dues and Assessments") as may hereafter be charged by the Association in accordance with its charter and by-laws. For a period of two (2) years from the filing date of this Declaration or until such time as the Declarant shall sell or otherwise dispose of seventy-five (75%) per cent of the lots in the subdivision, whichever shall first occur, the Declarant shall be entitled to appoint the directors of the Association. Such period of developer control may be shortened (but not lengthened) at the election of the Declarant. At the expiration of such period, the directors of the Association shall be elected by the owners of lots on the basis of one vote per lot. Nothing herein shall be construed as limiting the right of the Declarant to exercise any vote to which it may be entitled by virtue of its ownership of lots.

The Dues and Assessments shall be used by the Association for the purpose of maintaining roads within the subdivision and any entrance structure or security gate and related equipment, and for other purposes which may from time to time be authorized by the Board of Directors of the Association. The Association shall be responsible for the maintenance of the private roads in the subdivision, as same are shown on the recorded unit plats.

The Dues and Assessments, together with charges, interest, costs and reasonable attorney's fees, in the maximum amount permitted by law, shall be a lien upon the Lot against which Dues and Assessments are made on the due date thereof. Such amounts shall also be the personal obligation of the person or entity who was the owner of the Lot on said due date. Each owner shall be liable for his or her portion of each assessment coming due while he or she is the owner of a Lot and his or her grantee shall be jointly and severally liable for such portions thereof as may be due and payable at the time of conveyance.

Any assessments not paid when due shall be delinquent. Any assessment delinquent for a period of more than ten (10) days shall incur a late charge of 10% of the amount due. Said amount together with the late charge shall accrue interest at the maximum allowable rate. In the event the assessment remains unpaid after sixty (60) days, the Association may, as the board shall determine, institute suit to collect such amounts and to foreclose its lien. Each Owner, by his or her acceptance of a deed to a Lot, vests in the Association or its agents the right and power to bring all actions against him or her personally for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien herein shall be subject to any security interest securing a bona fide purchase money loan or refinancing thereof made previous to the date of attachment of said lien.

10.

An invalidation of one or more of these covenants or restrictions shall in no way effect any of the remaining provisions herein, which shall thereafter remain in full force and effect.

IN WITNESS WHEREOF, the undersigned does set hand and seal.

Martha J. Ledger William T. Wolfe [SEAL]
 Witness William T. Wolfe, Individually and as Executor
 of the Estate of Marie P. Wolfe
Patricia A. Capstick
 Notary Public
 My Commission Expires
 November 30, 2000

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26 OVERLOOK ROAD
ELLIJAY, GA 30540
KEN ARCENEAUX
FOURTH SUPPLEMENTAL
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
MOUNTAINTOWN PATHWAYS

State of Georgia - Gilmer County
Filed for Record 3-18-2005
At 1:20 P. M. Recorded March 31, 2005
Deed Book 1191 Page 32
B. W. Johnson
Clerk Superior Court

THIS SUPPLEMENTAL DECLARATION is made this 5th day of March, 2005, and is intended to amend the Declaration of Covenants, conditions and Restrictions for Mountaintown Pathways, dated January 28, 1997, and recorded in Deed Book 545, page 78, Gilmer County Records (the "Declaration").

1. The Declaration is hereby amended by changing the second supplemental declaration which provides for a minimum of 1,200 square feet of heated living space to a minimum of 1,500 square feet of heated living space (excluding unfinished basements).
2. The Declaration is hereby amended by changing the 5th sentence of Article 2 to read as follows: Construction of the exterior of a dwelling, garage, carport, addition and any other detached construction shall be completed within 12 months of commencement.
3. The Declaration is hereby amended by adding that the Board must pre-approve style and location of fencing that will be installed on any lot.
4. The Declaration is hereby amended by adding that the Board must pre-approve the location and orientation of any construction on a lot. House and all other construction, including garage, carport or addition to be shown on plat with dimensions to property lines.
5. The Declaration is hereby amended by adding that the Board must pre-approve propane tank screening and/or burial.
6. The Declaration shows that the Board of Directors has unanimously agreed to adopt this amendment.
7. The Declaration also shows that an earlier version of the Declaration, recorded in Deed Book 538, page 306, said records, shall be superseded by the Declaration and this Fourth Supplement.

Except as set forth above the Declaration shall remain in full force and effect.

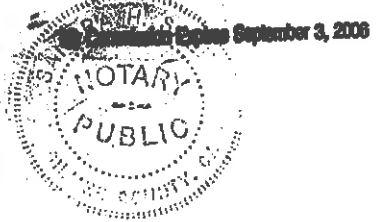
IN WITNESS WHEREOF, the undersigned does set hand and seal.

[Signature]
Witness

[Signature]
President
A.W. Wooster

[Signature]
Notary Public

[Signature]
Vice President
Richard Danishek



[Signature]
Secretary
Walter Cook

[Signature]
Treasurer
Ken Arceneaux