



NOTICE REGARDING COVENANTS AND/OR RESTRICTIONS

The following Covenants and/or Restrictions are added as a courtesy only and are NOT WARRANTED by the property owner, their broker or agent as to completeness, accuracy, currency, or enforceability. Any interested buyer prospect is urged as part of their due diligence to contact the relevant Community Association or developer to determine for themselves what covenants and/or restrictions currently apply, how long they may remain in force, and if any changes or amendments may be currently under consideration. Additionally, or alternatively, one may wish to consider hiring an attorney to conduct this search for them and provide advice as needed.

RETURN RECORD DOCUMENT TO:

Mr. J. W. Stephens
3386 East First Street, Suite A
Blue Ridge, GA 30513

Doc ID: 000185400005 Type: GLR
Filed: 08/23/2005 at 10:06:00 AM
Fee Amt: \$18.00 Page 1 of 5
Fannin Co. Clerk of Superior Court
DANA CHASTAIN Clerk of Courts
BK 661 PG 788-792

STATE OF GEORGIA

COUNTY OF FANNIN

WATER SERVICE PROVISION AND SYSTEM MAINTENCE AND REPAIR
AGREEMENT AND EASEMENT, ALONG WITH CONVEYANCE OF WATER
SYSTEM (well's) for

NATURE'S COURT YARD

(to include all Phases)

THIS AGREEMENT Made this 1st day of JULY in the year of our Lord Two Thousand and Five (2005) between MOUNTAIN TRACKS DEVELOPING & BUILDING, LLC a Georgia Limited Liability Company (hereinafter referred to as the "User"), and JWS, Inc. a Georgia Corporation (hereinafter referred to as "Provider").

WITNESSETH

WHEREAS, the User possesses Ownership of well (s) hereby designated as "The Water System" serving the following lands, described as follows:

All that tract or parcel of land lying and being in Land Lots 45, 46, 63 & 64 of the 8th District, and 1st Section of Fannin County, Georgia and being more particularly described as Lots 1-90 containing a total of 150.07 Acres of land, more or less as shown on plat of survey, prepared by Lane S. Bishop & Associates, G.R.L.S. No. 2536 recorded in Plat Hanger D-76, Page 2, 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.

Said property is conveyed subject to all easements, restrictions, and rights of way as set forth on recorded plat or as appearing of record.

The above described property is the same property as conveyed by Warranty Deed dated April 15, 2004 from G & H Farms, Inc. in favor of Mountain Tracks Developing & Building, LLC recorded in Deed Book 570, Page 114, Fannin County Records.

WHEREAS, the User, as well as its successors, heirs and assigns (including but not limited to eventual lot owners, their heirs and assigns of lots in the above-described property) desires to have Provider accept ownership of, maintain, and accept full responsibility for the water system and for providing water to the lots in the above- described property, and Provider wishes to contractually obligate itself to maintain and provide water to the above- described property, as well as any additional properties added to this agreement by reference thereto;

NOW, THEREFORE, the parties do hereby agree as follows:

ITEM I. Definitions

As used herein, "Water System" means the well(s), piping, pumps, any pressure system tank(s), pump house(s), and entire water distribution system from the primary well(s) to each individual lot. User covenants and agrees for itself, it heirs, successors and assigns that water will be obtained only from the Water System, and from no other source.

"User" shall mean MOUNTAIN TRACKS DEVELOPING & BUILDING, LLC

"Provider" shall mean JWS, INC., its successors and assigns.

"Lot Owner" shall mean all eventual owners of Lots or Tracts in the above-described property, but

shall not include User.

ITEM 2. Express Easement

The User does hereby grant to Provider, its successors and assigns a permanent and perpetual easement for ingress and egress over and across its properties. Said easement shall be used for the purpose of maintaining the Water System, and shall include the ability to access surface and sub-surface areas necessary to maintain, replace, upgrade, add additional system components or repair said Water System. In the event this contract terminates or is discontinued in any manner, any subsequent Provider shall have the same easement for similar purposes.

ITEM 3. Scope of Work and Responsibility

Provider agrees to maintain and ensure that water is provided to all lots in a sufficient quantity and for normal household use. Provider further agrees that should there be problems with the well system, well equipment, and distribution lines, it will repair or replace any such failed or defective equipment at its expense. In addition, Provider agrees to pay all utility costs associated with the operation and maintenance of this water system. The Lot Owners agree to be responsible for any filtration to be used on their respective properties, and further agree that each Lot Owner shall install a back-flow prevention in their water line between where their line hooks to the meter or T-off and enters the home. Each Lot Owner is responsible for payment of installation of a pressure reducing valve to be only installed by JWS, Inc. or its affiliates.

Each Lot Owner shall be responsible for all costs associated with their individual water lines from the point where said water lines hook to the main water line to the Lot Owner's dwelling.

ITEM 4. Period of Performance

The term of this agreement is perpetual, with the exception that Provider may transfer all rights, privileges and liabilities under this agreement to the Lot Owners as a group or to an association formed by the Lot Owners upon (30) days written notice to any full-time Lot Owner or to the Association should an association be formed at that time. This agreement may be terminated by the Lot Owners as a group should Provider fail to provide adequate/standard pressure and/or quality of water, full ownership of the water system then reverting to the homeowners' association or a group of owners formed for the purpose of administering the water system.

Provider retains the right to sell, transfer or convey the said subdivision water system in its entirety to another party at any time. Upon sell, transfer or conveyance of the Water System all terms and conditions contained within this Agreement shall be binding and accepted by Transferee. Provider shall be released of all further obligations, requirements, or liabilities once conveyance is made.

Upon sale of the last lot in the above-described property owned by User, all obligations and liability of User in this contract shall become the obligation and/or liability of the Provider and the Homeowners' Association formed by all Lot Owners.

ITEM 5. Payment

Each individual Lot Owner who is connected to the water system agrees to be individually responsible for an annual fee of \$348.00 as compensation to Provider for maintaining and providing water to the Lot Owner(s). Each subsequent year's fee shall be billed to the Lot Owner directly by Provider, payment for same to be due on or before January 1st of each year (additional monthly usage fees for excess water usage, as above, to be billed as determined by Provider). Payment shall be made to Provider within 10 days of connection to the water system. Said fees shall increase annually (with (30) thirty days notice to each Lot Owner), by an amount not to exceed the Consumer Price Index for the previous year ("all cities" or comparable index Consumer Price Index). There shall be a 15 day grace period for payment to be received by Provider, and should any Lot Owner go over the said 15 day period, then they shall be subject to a late penalty of \$100.00 and to accrue interest at a rate of 15% interest on said total amount due.

Provider shall have the sole right to change its billing structure to a monthly or quarterly billing

system.

Additionally, each Lot Owner (in the year of the initial sale of a lot from User to Lot Owner, but not on any subsequent sale from a Lot Owner to another Lot Owner) shall pay a fee of \$350.00 per Lot to JWS, Inc. for Hook up fee. No fees shall apply to User.

ITEM 6. Termination of Water Service

Provider shall have the right to terminate service to any Lot Owner that either negligently impairs the water system or fails to pay the annual and/or monthly service fees. Prior to termination of such service by Provider, Provider shall provide the Lot Owner with 30 days notification prior to termination of service. Should a Lot Owner's actions jeopardize the quality of water or the integrity of the water system, that Lot Owner's service shall be immediately terminated by Provider until such time as the impact to service is remedied by the Lot Owner. To reconnect to the Water System, all past due fees, late fees or penalties and interest shall be paid upon reconnection, as well as a \$500.00 reconnect fee.

ITEM 7. Warranty

Provider warrants the User's water system will be maintained in good working condition at all times to ensure uninterrupted water service. Upon detection of a system failure by Provider, or notification of a problem or failure by any Lot Owner, or any other party, Provider shall make a reasonable effort to correct such system failure or problem as soon as possible to minimize interruption of system service, but in no event later than 24 hours from time of such notification.

ITEM 8. Indemnification

In the event Provider, its employees, agents or subcontractors at any tier are on or about property occupied by or under the control of the Lot Owners, Provider shall defend, indemnify, and hold harmless the Lot Owners from any claim, suit, loss, cost, damage, expense to any property or person, including but not limited to Provider's employees, of whatever nature or kind arising out of, as a result of, or in connection with such performance occasioned in whole or in part by the actions or omissions of Provider, its employees, agents or subcontractors at any time.

ITEM 9. Amendments

These terms and conditions and defined responsibilities of the parties shall not be varied or amended except by an instrument in writing executed concurrently with or subsequent to the execution of this Agreement and signed by Provider and the Lot Owners. In the event of a sale or title transfer of an individual Lot Owner's lot, the individual Lot Owner shall have the authority to make a unilateral change to this agreement, changing only the title of the lot to the new User. Any Homeowners' Association formed for the above-described property shall, by a majority vote, have the authority to modify this agreement if said changes are approved and accepted by Provider, and said changes shall then be binding on all Lot Owners.

ITEM 10. Assignment

This Agreement and the rights and obligations hereunder shall inure to the benefit of, and shall be binding upon, each of the parties hereto and their respective successors and assigns (including the Lot Owners). Each party shall promptly notify the other of any such assignment and this Agreement shall promptly be amended, as specified in Paragraph 9 above to reflect such assignment.

ITEM 11. No Waiver

Either party's failure to exercise any right arising hereunder shall not constitute a waiver of that, or any similar right, or preclude that party from enforcing such rights.

ITEM 12. Notice

Any notice or communication pertaining to this Agreement shall be deemed to have been duly given by a party hereto if personally served upon the other or if sent to the others by certified mail, or facsimile (confirmation slip retained and provided upon request to the other party) followed by certified mail. The date upon which any such notice or communication is served, or the date upon which it is received by the addressee, shall be deemed to be the effective date of such notice irrespective of any date appearing thereon. Notice shall be sent to all parties identified in this Agreement.

ITEM 13. Entire Agreement, Severability, Interpretation

The parties hereto agree to these Terms and Conditions and intend and agree that these constitute the entire understanding of the parties concerning the subject matter hereof and supersede all prior or contemporaneous written or oral understanding or agreements of the parties concerning the subject matter hereof. The entire agreement is embodied in this writing and the obligations and remedies of each party are completely set forth herein. In the event any provision herein is unenforceable, such provision shall be deemed severable, and all other provisions of herein shall remain enforceable.

Any disputes shall be litigation in the court system of Fannin County, Georgia or the Northern District of Georgia (should litigation be brought in federal court). This agreement shall bind the heirs, successors and assigns of all parties as well as those of all Lot Owners.

ITEM 14. Water Rights and Usage, Maintenance and Easement Granted and Reserved by User and Provider

User at the time of this agreement, is the owner of well (s) being located on within the aforesaid and described property, but anticipates transferring all rights to said well (s) to a water-servicing contractor to be JWS, Inc. User herein grants and conveys the full rights in and to any and all well(s) along with an area of 400' square around each well which said well (s) are to provide water to the land owners within said subdivision. This conveyance shall give Provider the full rights to said well (s) in order to install, maintain, upkeep and provide water to lot owners within aforesaid subdivision. User and Provider both shall retain a permanent and perpetual easement, along with the right to use, grant, or provide water to any and all future owners of lots within this subdivision to include all phases and shall retain the right of a permanent and perpetual easement, along with the right to use, grant, or provide water to any adjoining lands in which User or Provider may own or may acquire as they deem necessary.

All future land owners shall have a permanent and perpetual right to contract for water service from the above described water system and shall be required to follow all terms within this agreement, and any amendment of this agreement which shall be placed of record in the Office of the Clerk of Superior Court for Fannin County Georgia.

All lot owners of Nature's Court Yard (all phases) by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, are deemed to covenant and agree to all provisions as set forth in this Agreement. And;

The User and Provider hereby reserves unto themselves, 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 water or other public conveniences or subdivision utilities; (2) the right to locate thereon wells and pumping stations; (3) the right and easement of ingress and egress for purposes of development, installation, and maintenance of said water systems; and (4) such other rights as may be reasonably necessary to complete in an orderly and economic manner the development of all present and future phases or any other adjacent developments now owned or acquired by them at any later date; provided, however, that said reservation and right shall not be considered an obligation of the User to provide or maintain any such water system, or service. User 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. The easements,

rights-of-way, and conveyance of usage herein reserved shall continue in existence in favor of the User and Provider until a written EXTINGUISHMENT document executed and filed with the clerk of Superior Court, Fannin County, Georgia.

This grant and reservation of easement, right-of-way, and conveyance of usage is granted notwithstanding any error or omission in any individual conveyance to a purchaser of a lot or property, by the User or Provider, which might fail to expressly grant or reserve the terms and conditions contained herein.

ITEM 15. Notice to JWS, INC. (Provider)

Each new lot owner shall notify JWS, INC. at 3387 East First Street, Suite A, Blue Ridge, GA 30513, to include their name and mailing address. Said notification shall be within 30 days from the date of purchase of lot(s) within said Subdivision. Should notification not be received, along with payment, than JWS, INC. will have the full right to disconnect water service from said LOT with owner being obligated to pay a reconnect fee of \$500.00.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the day and year first above written.

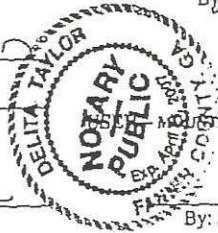
Signed, sealed and delivered this 1st
day of July, 2005, in the Presence of:

[Signature]
Witness

PROVIDER - JWS, INC.

[Signature] (seal)
By: J. W. Stephens Its: President

[Signature]
Notary Public
My commission Expires: _____



[Signature] (seal)
By: J. W. STEPHENS, Its: Member/Manager

[Signature]
Witness

[Signature]
Notary Public
My commission Expires: _____



RESTRICTIVE COVENANTS, ROAD EASEMENTS AND MAINTENANCE AGREEMENT

FOR

NATURE'S COURTYARD

PHASE I

AND

DECLARATION OF HOMEOWNERS' ASSOCIATION

State of Georgia

County of Fannin

These restrictive Covenants, Road Easement and Maintenance Agreement for **NATURE'S COURTYARD PHASE I** and **DECLARATION OF HOMEOWNERS' ASSOCIATION**, is made this 15th day of April, 2005, by the undersigned **MOUNTAIN TRACKS DEVELOPING AND BUILDING, LLC**, a Georgia Limited Liability Company (hereafter collectively referred to as "Owner/Developer").

WITNESSETH:

That **MOUNTAIN TRACKS DEVELOPING AND BUILDING, LLC** is the owner and developer of property known as **NATURE'S COURTYARD PHASE I**, which is more particularly described as follows:

All that tract or parcel of land lying and being in Land Lots 45, 46, 63 & 64 of the 8th District, and 1ST Section of Fannin County, Georgia and being more particularly described as **containing 99.13 Acres of land, more or less** as shown on plat of survey for **NATURE'S COURTYARD PHASE I**, dated the 15th day of April, 2005 prepared by Lane S. Bishop & Associates, G.R.L.S. No. 2536 recorded in Plat Hanger **D-210**, Page 1-7, 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.

Said property is conveyed subject to all easements, restrictions and rights of way as set forth on recorded plat or as appearing of record.

The above described property is a portion of the same property conveyed by Warranty Deed dated the 15th day of April 2004 from G & H Farms, Inc. A domestic Profit Company of the State of Georgia in favor of Mountain Tracks Developing & Building, LLC A Georgia Limited Liability Company recorded in Deed Book 570, Page 114, Fannin County Records.

WHEREAS, it is to the interest, benefit and advantage of the owners and of each and every person who shall hereafter purchase any lot of said property, that certain protective covenants governing and regulating the use and occupancy of the same be established, set forth and declared.

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by owners, their successors and assigns, and each and every subsequent owner of any lot of said property, the Owners do hereby set up, establish, promulgate, and declare the following protective covenants to apply to all lots subdivided with the property. These protective covenants shall become effective immediately and shall be covenants running with the land and shall be binding on all parties, person or entities owning a lot or lots in Nature's Courtyard Phase I, until February, 2022 at which time said covenants may be extended or terminated in whole or in part as hereinafter provided. Every grantee of Declaration, by acceptance of deed or other conveyance of such interest, whether or not it shall be so expressed in any otherwise consent in writing shall take subject to this Declaration and to the terms and conditions hereof and shall be deemed to have assented to said terms and conditions.

1. The protective covenants and restrictions set forth herein shall apply only to the above-described property.
2. All lots in the subdivision shall be known and described as residential lots and shall be used for residential purposes only. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached, single family dwelling and other structures, customarily incidental to residential use. No lot shall be used for a church, school, kindergarten, beauty shop, hospital, boarding house or any business or commercial purpose.
3. All building construction is to be completed with **twelve (12) months** from the starting date of construction.
4. No mobile home or modular home shall be placed or erected on any lot within the above described subdivision.
5. No mobile home, trailer, tent, shack, garage, or other outbuilding shall be placed or erected on any lot in the subdivision. Structures customarily incidental to residential use are allowed so long as such structures are not unsightly or do not adversely affect the value of other lots in the subdivision, and no building or shed will be located in any front yard.
6. All lots will be restricted to permanent housing with a minimum of **1400 square feet** of enclosed, heated living space. The square footage mentioned above is exclusive of areas contained in open porches, carports, garages, and basements and refers to heating living area. The following restrictions also apply:
 - (a) All Residential structures are to be constructed in accordance with County Standard Residential Specifications.
 - (b) No building shall be located near to the front line or near to the side street line than the building set back line shown on the recorded plat of the property. No building on any lot shall be located nearer than fifteen (15) feet from any inside lot line and thirty (30) feet from any back property line.
 - (c) Easement for installation and maintenance for utilities and drainage facilities are reserved as shown on the recorded plan or over the rear (10) feet to each lot. Drainage flow shall not be obstructed nor be diverted from drainage or utility easements as designated above or on the recorded plat, except, as the undersigned may deem necessary for the development of the subdivision.
7. All machinery, inoperable automobiles, boats, trailers, recreational vehicles or automobiles in storage will be located in rear yard. No junk cars or junk vehicles of any kind shall be allowed to remain on the street in the subdivision. No school buses, commercial or work vehicles shall be parked in front yards or on the streets.
8. The visible exterior of any concrete or concrete blocks shall have an exterior finish of rock, brick or stucco.

9. No animals, livestock, poultry, birds of any kind shall be raised, bred or kept on any lot in this subdivision except for dogs, cats, and other household pets may be kept provided they are not kept, bred or maintained for commercial purposes. It is hereby stated that horses or ponies of any kind shall be permitted upon any lot within the above stated subdivision that consist of 3 acres of land or more only, with the exception that they are to be well maintained within proper containment and shall be kept in satisfactory condition at all times. The allowance of horses or ponies shall be for personal enjoyment only and shall not be kept for commercial breeding. This stipulation shall also apply should an owner purchase more than 1 lot adjoining, making their total acreage owned to be over 3 acres. Said lots shall be adjoining lots only for the total combined acres. Any property to be cleared for pasture shall have a wooded or natural border of trees complete around said pasture to be a minimum of 4 foot to maintain privacy for all lot owners within said subdivision.
10. No lot shall be re-subdivided, nor shall more than one house be erected on any one lot. The provision that no lot shall be subdivided shall not be interpreted to prevent the undersigned from making modifications in the recorded subdivision plat as to lot sizes or lot lines.
11. No white roof will be allowed on any house. Only rustic and natural setting to blend with nature.
12. All fences shall be of a natural setting and must meet prior approved by Developer. No chain link or wire fencing shall be permitted.
13. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers in the rear of the lot and behind the residence.
14. No noxious or offensive activity shall be carried on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
15. No sign of any kind shall be erected or maintained on any lot with the exception of a professionally lettered sign of a builder, realtor, owner or declarant advertising such lot, the residence on such lot for sale or rent. The sign shall not be more than five feet square. A builder or the undersigned may use additional signs as the undersigned deem reasonable or necessary to promote the sale of lots or homes within said subdivision. No sign shall be attached to any tree or shrubbery,
16. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.
17. No old, new, complete or used home may be moved onto any lot.

ROAD MAINTENANCE AND ASSESSMENTS

Personal Obligation of Assessments: Claim of Lien: All purchasers of Lots within said Subdivision, 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. There shall be a one (1) time impact fee of **\$2,000.00 (per lot owned)** for paving of subdivision roads located within said Subdivision. Said impact fee shall be a onetime fee to be collected at closing and deposited into an interest bearing account for the purpose of paving said subdivision roads and shall not be withdrawn until such time. Owner/Developer retains the sole right to waive said impact fee at any time it may deem necessary.
2. Owner/Developer hereby states that the paving of the subdivision roads shall not being until **80%** of all the lots within said entire Subdivision (**containing a total of 150.11 Acres**) have been sold, after which, there shall be formed a homeowner's association which shall be solely responsible for all road maintenance, landscaping, and upkeep of all common property. (After which time a Homeowner's Association is formed Owner/Developer shall no longer be held liable or responsible in any way for road maintenance or upkeep, landscaping, or upkeep of any common area property.)
3. A yearly fee for annual assessments for road maintenance, common grounds maintenance, and landscape maintenance shall apply as follows: Each lot owner(s) shall be required to pay **\$300.00** per year for said maintenance (one share per lot owned). Said assessment shall be due at closing (Pro-ration) and shall become due each year thereafter on **January 1st** with a 15 day grace period. Any lot owner that does not pay said yearly assessment before the end of the grace period shall be subject to a penalty to be determined and assessed by Owner/Developer or by the Home Owners' Association which ever may be deemed in charge of said annual assessment.
4. 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 responsible for a pro-rata share of said approved emergency assessment (one share per lot owned).
5. At the beginning of construction of a residence each lot owner shall post a **\$2,000.00 bond** to be held in escrow by Owner/Developer for any damages or necessary repairs that may be deemed necessary to said subdivision roads caused by them or any hired contractor, worker or supplier, etc. in connection with said construction. After completed construction by lot owner, then Owner/Developer shall assess damage or repairs, if any, and shall give a refund of amount needed back to the lot owner.

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, 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 in **Natures' Courtyard Phase I**. 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 Homeowner's Association in like manner as a foreclosure of a mortgage on real property. Assessments shall not apply to the Developer and/or Owner/Developer.

DECLARATION OF HOMEOWNERS' ASSOCIATION FOR NATURE'S COURTYARD PHASE I

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 **NATURE'S COURTYARD Subdivision Homeowners' Association**, formed by the Declarant.
- (b) "Properties" shall mean and refer to all such properties delineated as **NATURE'S COURTYARD PHASE I** along and with any and all additional adjoining property, areas, phases or land in which Declarant shall deem and acknowledge as the "Submitted Property."
- (c) "Development" shall mean the entire **NATURE'S COURTYARD**, to include Phase I along with any and all additional phases.
- (d) "Common Properties" shall mean and refer to the portions of the Properties described as "common area (s)," "common drive(s)," "road(s)," "walkway(s)," "pathway(s)," "pond access," "dock(s)," "parking area (s)," "utility service area(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 **NATURE'S COURTYARD PHASE I** as now or hereafter recorded on the public records of Fannin County, Georgia.
- (f) "Declarant" shall mean and refer to **MOUNTAIN TRACKS DEVELOPING AND BUILDING, LLC** by J.W. Stephens as its Member/Manager, 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.

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: 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. Lands 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 Homeowners' 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, telephone 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 of 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 regulations 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, telephone, 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 of 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 maintaining 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 benefit 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 Contacts 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 assigns, 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. Member's 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 Homeowner's Association 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 the 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 with the Properties, subject to the terms, conditions and provisions of the Declaration.

- D. Easement Reserved Unto Declarant Over Common Property and Development: The Declarant hereby reserves unto himself, his successors and assigns, all necessary licenses, rights, privileges and easements over, upon, under and across the Development, including but not limited to, (1) the right to use the said properties for right-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 other public conveniences or development 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 and all other water system equipment; (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 NATURE'S COURTYARD; 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 the utility lines, wire, 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 Development. Finally, the Declarant reserves the right to establish and continue to use any sales offices, signs, or parking spaces located in the Development in its effort to market the development. The easements and rights-of-way herein reserved shall continue in existence in favor of the Declarant after conveyance of all lots owned by Declarant until such time as such rights are specifically and expressly relinquished by Declarant by reference to this provision. This paragraph may not be amended without the consent of the Declarant.

- E. Transfer of Easement by Declarant: The Declarant hereby covenants, for himself, his heirs, successors and assigns that he will transfer the easements, licenses, rights and privileges reserved in the Declaration by Declarant to the Homeowners' Association upon the latter of 10 years from the date hereof or the sale by Declarant of the last Lot held for sale in the ordinary course of business by Declarant in any and all phases of the development.

Notwithstanding the above, Declarant, his heirs and assigns shall retain easement access rights for ingress, egress and utilities over and across the Development regardless of the ownership of lots in the Development.

Section 7: Covenant for Maintenance Assessments

- A. Personal obligation of Assessments: Claim of Lien: Each owner of any Lot (with the exception of the Declarant) by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Homeowners' Association: (1) Annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. 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 the Homeowners' Association has caused a claim of lien to be recorded in the Public Records of Fannin County giving notice to all persons that the Homeowners' Association is asserting a claim of lien upon the Lot 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 an officer of the Homeowners' Association or by a managing agent of the Homeowners' Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. 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. In such foreclosure, the owner of a residence and the Homeowners' Association shall be entitled, as a matter of law, to the appointment of a receiver to collect the same.

B. Purpose of Assessments: The assessments levied by the Homeowners' Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties, and in particular for the improvement and maintenance of properties, services, and facilities devoted to the purpose and related to the use and enjoyment of the Common Properties and of the Lots situated upon the Properties, including but not limited to:

1. Payment of operating expenses of said Homeowners' Association;
2. Lighting, improvement, maintenance and beautification of access ways and easement areas, and the acquisition, maintenance, repair and replacement of directional markers and signs and traffic control devices, and cost of controlling and regulating traffic on the access ways, which are the responsibility of the Homeowners' Association.
3. Maintenance, improvement, and operation of drainage easements and systems;
4. Management, maintenance, improvement and beautification of streets (the Homeowners' Association shall have sole control over and responsibility for road maintenance throughout the development and specific to the road system as originally designated on Declarant's development plan of survey referred to above), lakes, ponds, buffer strips, and recreation areas and facilities;

Garbage collection and trash and rubbish removal; but only when and to the extent specifically authorized by said Homeowners' Association;

Providing police protection, night watchmen, guard and gate services, but only when and to the extent specifically authorized by said Homeowners' Association;

Doing any other thing necessary or desirable, in the judgment of said Homeowners' Association, to keep the community neat and attractive or to preserve or enhance the value of the Properties therein, or to eliminate fire, health or safety hazards, or, which in the judgment of said Homeowners' Association, may be of general benefit to the Owners or occupants of lands included in the Properties.

C. Annual Assessments and Initial Assessments A yearly fee for annual assessments for road maintenance, common grounds maintenance, and landscape maintenance shall apply as follows: Each lot owner(s) shall be required to pay \$300.00 per year for said maintenance (one share per lot owned). Said assessment shall be due at closing (Pro-ration) and shall become due each year thereafter on January 1st with a 15 day grace period. Any lot owner that does not pay said yearly assessment before the end of the grace period shall be subject to a penalty to be determined and assessed by Owner/ Developer or by the Homeowners' Association which ever may be deemed in charge of said annual assessment.

D. Increase of Assessments The Board of Directors of the Homeowners' Association shall annually, and on the 1st of each year, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment in advance for each year. Any new annual assessments exceeding one hundred ten percent (110%) of the assessment for the previous year shall have the approval of two-thirds (2/3) of the votes of the Members (if any) who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance of the meeting and which notice shall set forth the purpose of the meeting.

- E. Special Assessments of Capital Improvements In addition to the annual assessments authorized by the above section, the Homeowners' Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties and/or road system, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance, and shall set forth the purpose of the meeting.
- F. Quorum and Notice for any action as set forth in "Increase of Assessments" and "Special Assessments for Capital Improvements" Written notice of any meeting called for the purpose of taking any action authorized in this Section shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of Members in person or by proxy entitled to cast a majority of all the votes of each class of membership shall constitute a quorum.
- G. Uniform rate of assessment Both annual and special assessments must be fixed at a uniform rate for all Lots, and shall be collected on an annual basis (by January 10th of each year).
- H. Certificate of Payment The Homeowners' Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing and in recordable form, signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of and assessment therein stated to have been paid.
- I. Effect of Nonpayment of Assessment; Personal Obligation; the Lien; Remedies of the Association If the assessments are not paid on or before fifteen (15) days after the date when due, then such assessment shall become delinquent and shall, together with Interest thereon, costs of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns.

If the Annual Assessment is not paid within thirty (30) days after the date when due, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum. The Homeowners' Association may bring an action of law against the Owner personally obligated to pay the same or to foreclose the lien against the property, in the same manner as foreclosure of a mortgage, and there shall be added to the amount of such assessment interest as provided herein together with the costs of the action and collection of the assessment, including a reasonable attorney's fee, costs and fees on appeal. Reasonable attorney's fees and costs of the collection shall be recoverable whether or not suit be brought. If the Homeowners' Association files a claim of lien on the public records of Fannin County, against any Lot, a seventy-five dollar (\$75.00) lien fee may be charged and shall be added to the unpaid assessment and secured by the lien hereby created.

Notwithstanding the above, during the period of Declarant's ownership of any lot, no assessments shall apply to Declarant or any of the lots owned by Declarant.

RESERVATION BY OWNER/DEVELOPER OF ROAD EASEMENT

The Owner/Developer hereby reserves unto himself, its successors and/or 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 gradings 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 said subdivision; provided, however, that said reservation and right shall not be considered an obligation of the owner/developer to provide or maintain any such utility, development, or service.

Owner/Developer 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 Owner/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 Owner/Developer until conveyance of all lots occurred and Owner/Developer filed a written EXTINGUISHMENT OF EASEMENT document with the Clerk of Superior Court, Fannin County.

ROAD EASEMENT FOR NATURE'S COURTYARD

It is the express intent of owners/developer 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 **Nature's Courtyard PHASE I**. It is the express intent of owner/developer to reserve for its self, its heirs, and/or assigns, an easement for ingress and egress along same roads. Said easements shall not be a mere easement but a right running with title to the above described lands.

The easement is granted notwithstanding any effort or omission in any individual conveyance to a purchaser of a lot or property, by the Owner/Developer, which might fail to expressly grant or reserve such an easement.

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 provision of this declaration, including, but not limited to, the easement provision 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. A onetime Homeowners' Association Dues Fee for **NATURE'S COURTYARD** all phases in the amount of **\$300.00 per Lot** shall be due at time of initial purchase. The funds produced by such initiation fee shall be for working capital of the Homeowners' Association. The initiation fee shall be paid directly to owner/developer Mountain Tracks Developing & Building, LLC or directly to the Homeowner's Association after which one has been activated, all association dues fees shall be held in accordance with the above provisions.

5. Declarant shall in no way be held liable or subject to any type lawsuit, of any type, from anyone in regards or connection to said subdivision once all Lots within said SUBDIVISION have been conveyed by them.

6. 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, **MOUNTAIN TRACKS DEVELOPING & BUILDING, LLC** has caused these Restrictive Covenants and Road Easement and Maintenance Agreement for **NATURE'S COURTYARD PHASE I** and **DECLARATION OF HOMEOWNERS' ASSOCIATION** to be executed the day and year first written above.

Signed, sealed and delivered in the Presence of:

**MOUNTAIN TRACKS DEVELOPING AND
BUILDING, LLC**
(A Georgia Limited Liability Company)

Witness: Delita Taylor

J.W. STEPHENS - Member/Manager (seal)

Notary Public
My Commission Expires

JAMES D. STEPHENS - Member/Manager (seal)



Doc ID: 001293700003 Type: COVE
 Recorded: 05/08/2012 at 09:40:00 AM
 Fee Amt: \$14.00 Page 1 of 3
 Fannin Co. Clerk of Superior Court
 DANA CHASTAIN Clerk of Courts
 BK **1007** PG **624-626**

Cross Reference: Deed Book 650, page 219

Angela Stewart DeLorme, P.C.
 Attorney at Law
 P. O. Box 1549
 Blue Ridge, GA 30513

STATE OF GEORGIA,
 COUNTY OF FANNIN.

**AMENDMENT TO RESTRICTIVE COVENANTS,
 ROAD EASEMENTS AND MAINTENANCE AGREEMENT
 AND DECLARATION OF HOMEOWNERS' ASSOCIATION
 FOR
NATURE'S COURTYARD**

THIS AMENDMENT TO RESTRICTIVE COVENANTS, ROAD EASEMENTS AND MAINTENANCE AGREEMENT AND DECLARATION OF HOMEOWNERS' ASSOCIATION FOR NATURE'S COURTYARD is made and published this 3rd day of May, 2012, by CONSOLIDATED SOUTHEASTERN INVESTMENTS, INC., a Florida corporation (hereinafter referred to as "Declarant" or "Developer").

WITNESSETH:

WHEREAS, said Declarant is the owner and developer of property known as Nature's Courtyard, Phases One and Two, and being more particularly described as:

All that tract or parcel of land lying and being in the 8th District and 1st Section of Fannin County, Georgia, and being in Land Lots 45, 46, 63 and 64, more particularly described as containing 150.11 acres of land as shown on that certain plat of survey prepared for Hadley McClure, Polaris Surveyors & Development, Richard E. Nutt, G.R.L.S. No. 1797, dated April 8, 2004, recorded in Plat Hanger D-76, page 2, Fannin County Deed Records, LESS AND EXCEPT Lots 16, 17, 26, 34, 36, 44, 45, 48, 50, 52, 53, 57, 63, 64, 68, 69, 70, 71, 72, 74, 75, 76, 78, 79, 80, 84, 85, 87, 88, 92, 93, 94, 95, 96, 97 and 98, of Nature's Courtyard Phase I, according to a plat dated April 15, 2005, prepared by Shelly

J. Bishop, Georgia Registered Land Surveyor No. 2536, recorded in Plat Hanger D-210, pages 1-7, and Plat Hanger D-296, page 7, Fannin County Deed Records.

WHEREAS, said real property was conveyed to the Declarant subject to those certain Restrictive Covenants, Road Easements and Maintenance Agreement for Nature's Courtyard Phase I and Declaration of Homeowners' Association recorded on July 1, 2005, in Deed Book 650, pages 219-228, in the office of the Clerk of Superior Court of Fannin County, Georgia (the "Covenants"); and

WHEREAS, the Declarant is the successor to the original Owner/Developer, Mountain Tracks Developing and Building, LLC; and

WHEREAS, it is to the interest, benefit and advantage of the Declarant, and to each and every person who shall hereafter purchase any lot in said development that the Covenants governing and regulating the use and occupancy of the same be amended to include all phases of the development;

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by the Declarant, and each and every subsequent owner of any of the lots in said Nature's Courtyard subdivision, said Declarant does hereby clarify and amend the original Covenants set forth in Deed Book 650, pages 219-228, by including all property described above, including Phase 2 as shown on a plat recorded in Plat Hanger D-378, pages 1-4, in the office of the Clerk of Superior Court of Fannin County, Georgia, and by substituting Consolidated Southeastern Investments, Inc. as the Declarant and Developer.

It is hereby acknowledged that Consolidated Southeastern Investments, Inc., is the Developer and successor in title to the above described property, and any reference to "Developer" or "Declarant" in the original Covenants shall now refer to Consolidated Southeastern Investments, Inc., a Florida corporation.

This Amendment to Restrictive Covenants, Road Easements and Maintenance Agreement for Nature's Courtyard Phase I and Declaration of Homeowners' Association shall be incorporated into the original Covenants, and the original Covenants together with this Amendment thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the said Declarant has hereunto set its hand and seal, the day and year first above written.

Signed, sealed and delivered in the presence of:

Consolidated Southeastern Investments, Inc.:

[Signature]
Witness

[Signature]
Notary Public

[Signature]
E. Ward, President

(Seal)



Cross Reference: Deed Book 650, page 219

Angela Stewart DeLorme, P.C.
Attorney at Law
P. O. Box 1549
Blue Ridge, GA 30513

24,510
STATE OF GEORGIA,
COUNTY OF FANNIN.

**SECOND AMENDMENT TO RESTRICTIVE COVENANTS,
ROAD EASEMENTS AND MAINTENANCE AGREEMENT AND
DECLARATION OF HOMEOWNERS' ASSOCIATION
FOR
NATURE'S COURT YARD**

THIS SECOND AMENDMENT TO RESTRICTIVE COVENANTS, ROAD EASEMENTS AND MAINTENANCE AGREEMENT AND DECLARATION OF HOMEOWNERS' ASSOCIATION FOR NATURE'S COURT YARD is made and published this 13th day of August, 2013, by SOUTHGROUP REAL ESTATE MARKETING, LLC, a North Carolina limited liability company (hereinafter referred to as "Declarant" or "Developer").

WITNESSETH:

WHEREAS, said Declarant is the owner and developer of property known as Nature's Court Yard, Phases One and Two, and being more particularly described as:

TRACT ONE:

All that tract or parcel of land lying and being in Land Lot Nos. 45, 46, 63 and 64 of the 8th District and 1st Section of Fannin County, Georgia, being more particularly described as Lots 21, 37, 38, 39, 40, 41, 42, 43, 46 47, 49, 51, 54, 55, 56, 58, 59, 60, 61, 62, 65, 66, 86

and 91 of Nature's Court Yard Phase I, plus 0.66 acre and 0.15 acre designated as "Common Areas", all of which are shown on a plat of survey dated April 15, 2005, prepared by Shelly J. Bishop, G.R.L.S. No. 2536, and recorded in Plat Hanger E-73, pages 1-7, in the office of the Clerk of Superior Court of Fannin County, Georgia. Reference is hereby made to said recorded plat of survey for the purpose of incorporating same herein and for a more complete metes and bounds description of the property herein described.

TRACT TWO:

All that tract or parcel of land lying and being in Land Lot Nos. 63 and 64 of the 8th District and 1st Section of Fannin County, Georgia, being more particularly described as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 18, 19, 20, 22, 23, 24, 25, 27, 28, 29 and 30 of Nature's Court Yard Phase 2, as shown on a plat of survey dated December 29, 2005, prepared by Shelly J. Bishop, G.R.L.S. No. 2536, and recorded in Plat Hanger D-378, pages 1-4, in the office of the Clerk of Superior Court of Fannin County, Georgia. Reference is hereby made to said recorded plat of survey for the purpose of incorporating same herein and for a more complete metes and bounds description of the property herein described.

WHEREAS, said real property was conveyed to the Declarant subject to those certain Restrictive Covenants, Road Easements and Maintenance Agreement for Nature's Courtyard Phase I and Declaration of Homeowners' Association recorded on July 1, 2005, in Deed Book 650, pages 219-228, in the office of the Clerk of Superior Court of Fannin County, Georgia, and that certain Amendment to Restrictive Covenants, Road Easements and Maintenance Agreement and Declaration of Homeowners' Association for Nature's Courtyard recorded on May 8, 2012, in Deed Book 1007, pages 624-626, in the office of the Clerk of Superior Court of Fannin County, Georgia (together the "Covenants"); and

WHEREAS, the Declarant is successor to the original Owner/Developer, Mountain Tracks Developing and Building, LLC; and

WHEREAS, it is to the interest, benefit and advantage of the Declarant, and to each and every person who shall hereafter purchase any lot in said development that the Covenants governing and regulating the use and occupancy of the same be amended and clarified as to all phases of the development;

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be

derived by the Declarant, and each and every subsequent owner of any of the lots in said Nature's Court Yard subdivision, said Declarant does hereby clarify and amend the Covenants as follows:

I.

Any reference to "Developer" or "Declarant" in the original Covenants shall now refer to Southgroup Real Estate Marketing, LLC, a North Carolina limited liability company.

II.

Covenant No. 5 is hereby clarified and amended by deleting in its entirety and inserting in lieu thereof the following:

5. No mobile home, trailer, tent, shack, garage, or other outbuilding shall be placed or erected on any lot in the subdivision as a residence either temporarily or permanently. A tent, camper or motor home may be used for recreational purposes on the property prior to completion of a residential dwelling for no more than ten (10) days out of each calendar month.

III.

Covenant No. 9 is hereby clarified and amended by deleting in its entirety and inserting in lieu thereof the following:

9. No animals, livestock, poultry, or birds of any kind shall be raised, bred or kept on any lot in this subdivision, except for dogs, cats and other household pets which may be kept provided they are not kept, bred or maintained for commercial purposes. Horses and ponies shall be permitted only upon any lot within the subdivision that consists of three (3) or more acres of land as long as they are well maintained within proper containment and kept in satisfactory condition at all times. The allowance of horses or ponies shall be for personal enjoyment only, and commercial breeding shall not be permitted. This stipulation shall also apply should an owner purchase more than one adjoining lot for a total combination of three or more acres. Only one horse per acre shall be permitted on such tracts. Any property cleared for pasture shall have a wooded

or natural border of trees completely around said pasture at a minimum of four (4) feet from the property line to maintain privacy for all lot owners within said subdivision.

IV.

Paragraph No. 1 under Road Maintenance and Assessments is hereby clarified and amended by deleting in its entirety and inserting in lieu thereof the following:

1. There shall be a one (1) time impact fee of \$1000.00 (per lot owned) for paving of subdivision roads located within said Subdivision. Said impact fee shall be a one time fee to be collected at the commencement of construction and shall be deposited into an interest bearing account for the purpose of paving said subdivision roads and shall not be withdrawn until such time. Developer retains the sole right to waive said impact fee at any time it may deem necessary.

V.

Paragraph No. 4 under Miscellaneous is hereby clarified and amended by deleting in its entirety and inserting in lieu thereof the following:

4. A one time Homeowners Association initiation fee for Nature's Court Yard, all phases, in the amount of \$300.00 per Lot shall be due upon the commencement of construction. The funds produced by such initiation fee shall be used for working capital of the Homeowners' Association. The initiation fee shall be paid directly to Nature's Courtyard Homeowners' Association, Inc., a Georgia nonprofit corporation.

VI.

This Second Amendment to Restrictive Covenants, Road Easements and Maintenance Agreement and Declaration of Homeowners' Association for Nature's Court Yard shall be incorporated into the original Covenants, and the original Covenants together with this Amendment thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the said Declarant has hereunto set its hand and seal, the day and year first above written.

Signed, sealed and delivered
in the presence of:

Southgroup Real Estate Marketing, LLC:

Witness

By: Arthur D. Secor, Member/Manager (Seal)

Notary Public