



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.

After recording, return to:
Kindred Properties, LLC
1244 Meeks Road
Blairsville, GA 30512

STATE OF GEORGIA
COUNTY OF UNION

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS DECLARATION, made on the date hereinafter set forth by KINDRED PROPERTIES, LLC, a Georgia limited liability company, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of all that tract or parcel of land lying and being in Land Lots 205 and 206 of the 9th District and 1st Section of Union County, Georgia, known as **Pinehurst Subdivision**, as shown on a final plat for Kindred Properties, LLC, as surveyed by Rochester & Associates, Inc., James N. Cash RLS No. 2349, dated December 8, 2004, and filed of record in Plat Book 55, Page 288, Union County Deed Records.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of and which run with the real property and are binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Pinehurst Homeowners Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligations.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may be hereafter brought within the jurisdiction of the Association.

Section 4. "Lot" shall mean and refer to each plot of land shown upon the recorded subdivision map, filed of record at Plat Book 55, Page 288, Union County Deed Records.

Section 5. "Declarant" shall mean and refer to Kindred Properties, LLC, its successors and assigns if such successor or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

ARTICLE II
ARCHITECTURAL CONTROL COMMITTEE

Section 1. Architectural Control Committee, hereinafter referred to as "the ACC," shall mean and refer to the Developer, or such other individuals as Developer may appoint, or such entity to which the Architectural Control Committee may assign its duties, until more than eighty percent (80%) of all lots in all units and phases of the subdivision have been developed and sold to potential residents. After such time, the ACC shall be those owners elected by a majority of all the owners of the subdivision.

Section 2. No structure shall be commenced, erected, placed, or permitted to remain on any lot, nor shall any existing structure upon any Lot be altered in any way which materially changes the exterior appearance of the lot or structure, unless a set of plans and specifications have been submitted to and approved in writing by the ACC. Such plans and specifications shall be in such form and shall contain such information as may be reasonable required by the ACC including, but not limited to:

- (a) A site plan showing the location of all proposed and existing structures on the lot;
- (b) Floor plans;
- (c) Exterior elevations of all proposed structures and alterations to existing structures;
- (d) Specifications showing the nature, kind, shape, height, materials, basic exterior finishes and colors of all proposed structures.

ARTICLE III
RESTRICTIONS AND COVENANTS

Section 1. No lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise.

Section 2. Pre-manufactured housing is not acceptable. No residence, in whole or in part, may be constructed off-site and relocated to a lot. This section shall not be construed to prevent the use of pre-manufactured wall components or trusses from being used in the on-site construction of a home.

Section 3. No boat, boat trailer, bus, trailer, motor home, or similar items shall be stored on any lot for a period of time in excess of twenty-four (24) hours, except in a garage.

Section 4. No animals, livestock, insects or poultry shall be kept or maintained on any lot, except the usual household pets. All household pets shall be maintained in such a manner that their behavior, including but not limited to, the specific requirement that all household pets shall, at all times, be confined to the lot of the owner, except when on a leash.

Section 5. No sign or other advertising device of any nature shall be placed upon a lot except as provided herein, other than a standard "For Sale" or "For Rent" sign placed upon any lot which is, in fact, for sale or for rent. Any other signs or advertising devices erected or maintained on any portion of the Property must be approved by the Developer or ACC, as to color, size, location, content, and other characteristics. The Developer or ACC may, at its discretion, adopt and promulgate rules and regulations relating to signs which may be utilized.

Section 6. No temporary house, trailer, garage, shack or tent shall be erected on the Property.

Section 7. All lots shall be used exclusively for single-family residence purposes, and shall not be subdivided.

Section 8. No trash, refuse, lumber, metal or bulk materials (except such materials as is usual in the maintenance of a private residence and which must be stored in such a manner so that it cannot be seen from adjacent and adjoining property) shall be kept, stored, or allowed to accumulate on any Property, except building materials during the course of construction of any approved Structure. All lots, whether vacant or occupied, shall be maintained in a neat and attractive condition.

Section 9. Trash and other refuse is to be disposed of by being picked up or carried away on a regular and recurring basis. Trash containers shall be stored in such a manner that they cannot be seen from adjacent and surrounding property. The Developer, or ACC, at its discretion, may adopt and promulgate rules and regulations relating to the size, shape, color, site, and type of containers permitted and the manner of storage of the same on the Property. No site shall be used as a dumping ground for rubbish, trash, or garbage.

Section 10. All driveways shall be made of concrete or asphalt.

Section 11. No dwelling on any lot shall be more than two (2) stories in height, excluding basement.

Section 12. All dwellings located in the Subdivision shall have heated living area, with ceiling height of not less than eight (8) feet, exclusive of garages, porches, terraces, bulk storage, attics, finished and un-finished basements, of more than one thousand (1,000) square feet on the primary level, and shall have more than eighteen hundred (1,800) square feet total.

Notwithstanding the above, Lot Number 45 shall have a heated living area, with ceiling height of not less than eight (8) feet, exclusive of garages, porches, terraces, bulk storage, attics, finished and un-finished basements, of more than one thousand (1,000) square feet on the primary level, and shall have more than eighteen hundred (1,800) square feet total.

Section 13. All dwellings shall be situated so that the side of the dwelling containing the formal doorway entrance shall face the lot's Primary Subdivision Street. The Primary Subdivision Street is defined as the road from which the lot's driveway is immediately accessed. Deviations from this Section shall not be made without the prior, written consent of the ACC.

Section 14. At a minimum, twenty-five percent (25%) of the front side of the dwelling shall consist of stone or brick. The front side of the dwelling is defined as the side of the home that contains the formal doorway entrance. Log siding may not be used. Logs shall not be used as primary exterior building material, but are acceptable for structural purposes. All building exteriors, including foundations, shall be covered with stone, brick or siding. All colors for siding, trip roofing, and other building materials must be confined to earth tones, which are compatible with the natural environment.

Section 15. Primary roofing materials must be cedar shakes, architectural or asphalt shingles in colors and texture that complement the balance of the other colors and materials used.

Section 16. Except for pickup trucks and vans which are smaller than a rear dual axle vehicle, all commercial vehicles are prohibited from being parked within the subdivision for a period of time extending twenty-four (24) hours except during the construction period for a residential dwelling or remodeling.

Section 17. No concrete blocks, either in buildings or in walls or fences, shall be used above ground elevation unless said blocks are covered with brick veneer, siding, stucco, stone or other veneer specifically approved by the Developer of the ACC in writing.

Section 18. Before any house may be occupied, it must be completely finished on the exterior in accordance with the plans approved by the Developer or ACC. The front and back yards are to be planted with grass and covered with hay until the grass germinates, or have other suitable ground cover.

Section 19. All swimming pools and tennis courts located on any lot shall be located behind the rear line of the house on the lot. All swimming pools shall be surrounded by an approved decorative privacy fence. All pools and tennis courts shall meet all federal, state and local codes.

Section 20. No machinery shall be placed or operated upon any lot except such machinery as is usual in the maintenance of a private residence.

Section 21. All fencing must be approved by the Developer or the ACC prior to erection. Metal fence posts, welded wire mesh fences, and chain link fences, including vinyl-clad chain link, are not permitted. All fences must be erected beyond the back corners of the house (i.e. no fences shall be erected in the front or side yards of the house).

Section 22. The location of tree houses, play structures, storage sheds, and construction details must be behind the rear plane of the house, and must be approved by the Developer of the ACC prior to commencement of construction.

Section 23. No obnoxious, offensive or illegal activities shall be carried on upon any lot or anything done on any lot which may be or may become an annoyance or nuisance to the neighborhood.

Section 24. Construction of any residential building is to be completed within nine (9) months from the date construction commences. In the event construction is not complete within the nine (9) month period, Developer shall have the right, but not the obligation, to repurchase the lot for an amount not to exceed the purchase price said Developer paid for the lot, without interest, plus the certified expenses of improvements made thereupon.

Section 25. All property owners shall be held responsible for the acts of their employees, sub-contractors, suppliers and other person or parties involved in construction, maintenance or alteration of a residential building, including, but not limited to, damage to roads and common property. Property owners shall ensure that the construction site is kept clean and free of debris and waste materials, and that stockpiles or unused materials are kept in a neat and orderly fashion.

Section 26. Unless waived by the Developer in writing, no lot within said subdivision shall be used to provide access to any property which is not contained within the boundaries of the subdivision.

Section 27. No water pipe, gas pipe, gas tank or drainage pipe shall be installed or maintained on any Lot above the surface of the ground, except hoses and moveable pipes used for irrigation purposes.

Section 28. No drainage ditches, cuts, swales, impoundments, ponds or lakes, no mounds, knobs, dams, or hills and no other physical improvements or elements of the landscape or terrain which control or determine the location or flow of surface water and drainage patterns may be created, destroyed, altered or modified without the prior written consent of the Developer or ACC. Paved areas shall be designed to allow surface water to drain naturally and not to allow water to collect or stand. All erosion problems created

by a land owner or its agents shall be the responsibility of that land owner, including all clean-up and repair costs.

Section 29. No lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

Section 30. Outdoor clothes lines are not permitted on any Lot.

Section 31. The design of all mailboxes and flagpoles must be approved by the Developer or the ACC.

Section 32. Exposed antennas and satellite dishes shall not be visible from any subdivision street. All satellite dishes shall be dark in color and no larger than twenty-four (24) inches in diameter.

Section 33. No trees having a diameter of twelve (12) inches or more (measured from a point two feet above ground level) shall be removed from any Lot without the express written authorization of the ACC. No more than fifty percent (50%) of existing trees over five (5) inches in diameter shall be removed from the property without written authorization from the Developer or ACC.

Section 34. All home sites shall be landscaped. All shrubs, trees, grass and planting of every kind shall be maintained, properly cultivated, and kept free of trash and other unsightly material. Landscaping shall be completed no later than thirty (30) days following completion of any building, unless written authorization is received from the Developer or ACC. Air conditioning compressors located on the side of homes must be screened with shrubs.

Section 35. Each lot owner shall be responsible for maintaining and mowing their own lot. Open land must be mowed regularly, and must not exceed six (6) inches in height.

Section 36. All houses must contain a garage capable of storing at least two vehicles. All garages must be completely enclosed, with a garage door for entry and exit. No car-porches are allowed.

Section 37. All lots shall have a twenty (20) foot setback and a twenty (20) foot side boundary line, unless otherwise approved by ACC in writing, prior to the commencement of construction.

Section 38. The owner of each lot shall pay a maintenance fee of One Hundred Fifty Dollars (\$150.00) per lot per year to the ACC. Said payment is due and payable on January 1st of the year in which the fee covers (i.e. Payment for year 2006 is due and payable on January 1, 2006).

Section 39. Any deviations from the above Restrictions and Covenants shall be submitted to the Developer or the ACC for consideration. The Developer or ACC may, at its discretion, approve any deviations from the above restrictions that may enhance the aesthetic value or appearance of the subdivision. All approvals for deviations made by the Developer or ACC, if not in writing, shall be invalid.

ARTICLE IV GENERAL PROVISIONS

Section 1. Developer reserves for itself, its successors and assigns, the following easements in, on, over, and through the property as shown on the recorded plat of the subdivision and over a strip ten (10) feet in width, running along the south property line of each lot for so long as the Developer owns any lot in the entire subdivision for the following purposes:

- (a) For the erection, installation, construction and maintenance of wires, lines and conduits, and necessary or proper attachments in connection with

the transmission of electricity, gas, water pipes, water flow, telephone, community antenna, television cable and other utilities;
(b) For the installation, construction and maintenance of storm-water drains, public and private sewers, and for any public or quasi-public utility facility;
(c) For the maintenance of such other facilities and equipment as in the sole discretion of Developer may be reasonably required, convenient or incidental to the completion of improvements and the sale of lots.

Section 2. Developer reserves for itself, its successors and assigns, the following rights and permissions, which shall not constitute a violation of any of the Covenants, Conditions and Restrictions, for so long as the Developer owns any lot in the entire subdivision:

- (a) The use of any sales office, model unit, or mobile office designed to market and sale lots, including parking spaces in connection with Developer's efforts to market and sale subdivision lots.
- (b) Construction and coordination of any landscaping for entrance ways and street right-of-ways.
- (c) Waiver of the payment of annual fees.

Section 3. The Developer, or any owner, shall have the right to enforce, by any proceeding at law or equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these Covenants, Conditions and Restrictions. Failure by the Developer or any owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provision which shall remain in full force and effect.

Section 5. Developer shall maintain, in operable condition, as determined by the Developer, those roads as established and recorded on the plat of survey for Kindred Properties, LLC, recorded at Plat Book 55, page 288, Deed Records of Union County, for a period of one year from the recordation of these covenants and restrictions. Thereafter, the aforesaid roads shall be maintained in operable condition by the home owners.

Section 6. The covenants and restrictions of this Declaration shall run with and bind the land for a period of twenty (20) years from the date this Declaration is recorded, after which said restrictions can be renewed or extended, either in whole or in part, for successive periods of ten (10) years if signed by two-thirds (2/3) of the owners which are filed of record in the Deed Records of Union County, Georgia, provided that each such agreement shall specify which sets of covenants and restrictions are so renewed and extended and the term for which they are renewed. This Declaration may be amended during the first twenty (20) year period by an instrument signed by no less than sixty percent (60%) of the Lot Owners, and thereafter by an instrument signed by not less than fifty-one (51%) of the Lot Owners. Any and all easements must be recorded. It is provided that that these Covenants shall be automatically renewed for ten (10) year increments, unless rejected by an affirmative vote of two-thirds (2/3) of the Lot Owners in the Subdivision. Each lot shall be entitled to one void.

Section 7. Any restrictions stated on the plat of survey of Pinehurst Subdivision recorded at Plat Book 55, Page 288 for Kindred Properties, LLC, dated December 8, 2004 or as revised or amended, are incorporated herein by reference.

IN WITNESS WHEREOF, Developer has caused this Declaration to be executed, and its seal affixed on the 13th day of May, 2005.

KINDRED PROPERTIES GROUP, LLC

BY: [Signature]
ANDREW L. AKINS, Manager/Member

BY: [Signature]
GARY J. DAVENPORT, Manager/Member

BY: [Signature]
MICHAEL HEMPHILL, Manager/Member

Signed, sealed and delivered in the presence of:

[Signature]
Witness
[Signature]
Notary Public Seal Affixed
My Commission Expires: 12-04-05

UNION COUNTY, GEORGIA
FILED & RECORDED MAY 13
2005 AT 10:00 A.M.
RECORDED IN BOOK 580 PAGE 346-352
[Signature] S.C.C.