



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 recorded document to:
Kenya L. Patton, P.C.
438 Sears Way
Blairsville, GA 30512

PLEASANT MEADOWS

STATE OF GEORGIA
COUNTY OF UNION

DECLARATION OF RESTRICTIONS, LIMITATIONS AND COVENANTS
RUNNING WITH THE LAND

Whereas, the holders of the legal title to the below listed subdivision, know as Pleasant Meadows, said tract being more particularly described as follows:

All that tract or parcel of land lying and being in Land Lots 186, 194 & 195, 8th District, 1st Section, Union County, Georgia, and being Lots One (1) through Forty-Three (43) Pleasant Meadows Subdivision Phase I, as shown on a plat of survey by Cleveland Land Surveying, dated 01/12/06, as recorded in Plat Book 59, Page 3-5, Union County, Georgia, which description is incorporated herein by reference and made a part hereof.

The purpose of the following restrictions and covenants is to ensure the use of said realty by the owners, to prevent the impairment of the attractiveness of said realty, and to maintain the desired character of the community, and thereby to secure to each present or future owner the full benefit and enjoyment of their property. The reservations and restrictive covenants are to run with the land and shall be binding upon all parties and persons owning lots in Pleasant Meadows.

If the owners of such lots or any of their heirs, successors or assigns, shall violate and of the covenants hereinafter set out, it shall be lawful for any other person owning real property situated in said subdivision to prosecute any proceeding at law or in equity against the person or persons violating any of such covenants and either to prevent him from doing so or to recover damages for such violations, or both.

Each covenant contained herein is severable and distinct from each other and in its application to all or any portion of the premises, and the invalidity or unenforceability of any covenant contained

herein as to any portion of the premises shall not affect the validity or enforceability of any of the other covenants contained herein. Invalidation of any one of these covenants by judgement or court shall in no wise affect any of the other provisions, which shall remain in full force and effect.

These covenants and any amendments thereto, shall apply to and govern the realty and its present or future parcels, common roads and common area and the use thereof. All covenants herein stated and any amendments or additions thereto, shall run with and shall be binding upon all persons or entities claiming under them.

Pleasant Meadows is designed as a private community. The roads will be private and owned by the Homeowners Association. The Association, active under and pursuant to its by-laws, shall be solely and exclusively responsible for the roads and common areas. The Developer shall maintain all roads until such time as the number of lots sold exceed the number of unsold lots. When lots having been sold exceed the number of unsold lots in all phases the owners shall form a Homeowners Association and set the requirements for future road maintenance.

Developers shall not be responsible for the security provided by the entrance gate. Owners, their successors and assigns, by purchasing property subject to this declaration agree to hold harmless and indemnify the developers, their heirs and assigns, from liability for operation and/or security provided by the entrance gate. The developers make no representation as to the protection and/or operation of the entrance gate and the protection provided therefrom.

1. **LAND USE.** No lot after being conveyed by the developer may be subdivided into lots less than one (1) acre. All lots are for single family residential purposes only. Only such residence shall be erected on any one lot, provided however that the owner of any lot may erect a garage for use in connection with such a residence. No lot dwelling or structure shall be used for commercial activity or business with the exception of a private home office. Renting of house shall not be permitted.
2. **SETBACKS.** All setbacks are shown on recorded plat of Pleasant Meadows Subdivision and are to be constructed to be a part of the Restrictions and Covenants, said plat and setbacks are incorporated herein by reference as if fully set forth.
3. **CONSTRUCTION.** When house construction begins, work must be pursued diligently and exterior must be completed within twelve (12) months from start thereof. All homeowners shall be held responsible for the acts of their employees, sub-contractors, suppliers and other persons or parties involved in construction or alteration of a homesite. In this regard, a homeowner shall be responsible for any damage to roads and other common property. Builder/owner must ensure that the construction site is kept clean and free of debris and waste materials, and that stockpiles or unused materials are kept in neat and orderly fashion. To prevent mud and other debris from being tracked onto a street, a construction drive must be installed prior to beginning construction on the foundation and properly maintained.
4. **HOUSE SIZE.** All houses shall be constructed with no less than fifteen hundred (1500) square feet of heated living space on one floor, exclusive of any carport, garage, basement, deck, patio or porches. No houses shall be more than two (2) floors above a basement.

5. **BUILDING MATERIALS.** Primary residential building material for home construction shall be stone, stucco, brick, or an up-grade vinyl. However, homes shall not consist of more than 50% vinyl siding. No concrete block construction (with the exception of foundations), metal buildings, mobile homes, double wide mobile homes, manufactured homes, or relocated homes will be allowed. Exposed concrete block or poured concrete foundations and site retaining walls must be covered with stone, siding or stucco. All colors for siding, trim roofing, etc, must be confined to earth tone colors which are compatible with the natural environment. No bright colors such as, but no limited to, white, blue, yellow, etc may be used. When a natural appearance is desired all exterior siding and trim must be covered with waterproofing sealant.
6. **ROOFING AND SIDING.** Primary roofing materials must be cedar shakes, architectural shingles or factory painted metal in colors and texture which complement the balance of the other colors and materials used. All primary roofs shall be a minimum of 7-12 pitch with porches a minimum of 4-12. All metal roofs must have at least 24 gauge standing seam or snap lock design.
7. **DRAINAGE.** No drainage ditches, cuts, swales, streams, 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 Homeowners Association, whether on private or common area. Special attention shall be given to prior site surface drainage so that surface waters will not interfere with surrounding homesite and natural drainage flows. Paved areas shall be designed to allow surface water to drain naturally and not to allow water to collect or stand. All driveways must be asphalt, concrete, and completed within one (1) year from the starting date of home construction.
8. **VISUAL EFFECTS.** Only wood fences will be allowed in front, side, and rear of residence. No farm type wire fences or chain link fences will be allowed. Compressors for central air conditioning units and play equipment must be located where it will have minimum visual impact on adjacent properties.
9. **UTILITIES.** All electrical and other utility lines shall be placed underground and all water supply and sewage facilities shall comply with the applicable governmental codes. No satellite dishes over a thirty-six (36) inch diameter will be allowed on any lot and must be placed out of sight if subdivision roads.
10. **TREES AND SHRUBS.** Any homesite, which has been altered from its natural state, shall be landscaped. All shrubs, trees, grass and plantings of every kind shall be kept maintained, properly cultivated and free of trash and other unsightly material. Landscaping shall be completed no later than thirty (30) days following completion of any building with weather permitting. Completed landscaping means all areas are covered with natural growth, grass, sod, shrubs, trees, and/or mulch. No bare dirt shall be left exposed except during construction.
11. **EASEMENTS.** Developer, for the benefit of developer and developer's successors and assign, reserve the absolute exclusive, continuing and nonexclusive right and easement to construct, erect, place, repair, maintain and replace from time to time along any present

or future constructed common roadway; any utility lines, pipes, conduits, devices, implements or related components, fixtures, apparatuses and assemblages that are reasonable, appropriate and useful in furnishing and satisfying the residential utility uses and needs of the subject realty and its parcels, including but not limited to the following utility purposes and services; electricity, water, sewer, telephone, cable, and other reasonable and ordinary utility right purposes and uses. This reservation shall include the right of developer to grant and convey reasonably necessary and appropriate licenses, permits and easements to other third persons or entities in order to accomplish the intents and purposes of this provision. Nothing herein shall obligate developer to provide or furnish any utility service.

12. **VEHICLES.** No motorcycles or other vehicles with external engines shall be permitted to ride along the streets of said subdivision except for the entry and exit from the area. Such vehicles must be properly tagged and insured as such to be deemed legal on all public roads. All such vehicles shall be properly muffled so as not to disturb the neighborhood. The parking of buses or trucks, rated higher than one ton, shall not be permitted. No motor homes or RV units shall be parked temporarily or permanently on any subdivision road. A recreational vehicle or motor home may be used for a period not to exceed two (2) weeks of any given year, if parked at least one hundred (100) feet from all subdivision roads except during construction of a residence.
13. **APPEARANCE.** No lot shall be used in whole or in part for any illegal activity nor for the storage of any property or thing that will cause any lot to appear in any unclean or untidy condition or that will be obnoxious to the eye, nor shall any substance be kept upon any lot that will omit foul or noxious odors. No lot owner or lot occupant shall conduct any activity that will disturb the peace, comfort or serenity of the occupants of surrounding property. No wrecked or untagged motor vehicle, utility trailer, nor junk, nor household appliance shall be kept or stored in plain view of subdivision roads.
14. **SIGNAGE.** No signs of any type shall be displayed to public view on any portion of said property except one sign of not more than 24 inches by 24 inches advertising property for sale or a temporary builder's sign, or such permits as required by law. All said signs shall be professionally lettered and neatly installed. Developer reserves the right to erect entrance signs.
15. **ACCESS.** No lot shall be accessed other than by the roads inside the subdivision without written permission from developer. No road shall be built to access any adjoining property without written permission from the Developer. Exception: The developer may access by the subdivision roads, property owned by Developer or hereafter acquired by Developer which adjoins PLEASANT MEADOWS Subdivision if the Developer owns the property being crossed to access adjoining property.
16. **ANIMALS.** No animals, birds, or fowls shall be kept or maintained on any part of the property except ordinary household pets (e.g. dogs, cats and pet birds) which may be kept

UNION COUNTY, GEORGIA
FILED & RECORDED September 12,
20 06 AT 3:25 P.M.
RECORDED IN BOOK 667 PAGE 65-69

Allen Conley S.C.C.

thereon in reasonable number as pets for the pleasure and use of the occupants. No horses, goats, or pigs shall be allowed. No animal shall be kept on any size lot for any commercial purpose.

17. LOT UPKEEP. All lots, whether vacant or occupied, shall be maintained in a neat and attractive condition. 150 per year.
18. LIGHTING. There shall be no bright lights that burn all night. Motion detector lights shall be permitted.
19. RESTRICTIONS TIME PERIOD. The covenants, restrictions, easements, reservations, terms and conditions contained in this declaration, shall run with the land and shall be binding upon all lot owners and all persons claiming under them for a period of twenty (20) years from the date hereof, provided, however, that the developer retains the absolute right to amend this declaration, as it may deem necessary, during a period of two (2) years from the date of the recording hereof upon the records of the Clerk of Union County Superior Court, and all such amendments shall be binding upon all lot owners. Provided further, these covenants may be amended at any time by the written agreement of the owners of at least seventy-five (75%) percent of the total number of lots. All such amendment(s) shall apply equally to all lots within the subdivision and no such amendment(s) shall place any further obligation(s) upon developer without his written consent. Exception: The Developer reserves the right to change these covenants and restrictions at any time deemed necessary until at least seventy-five (75%) percent of the total number of lots have been sold.

In witness whereof, the owners hereby sat its hand and affixes its seal, this, the 31st day of August, 2006.

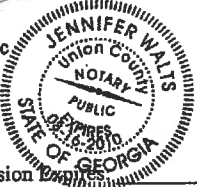
[Signature]
Witness

PLEASANT GROVE INVESTMENTS, LLC.

Chucky T's Adventures, Inc.

BY: [Signature]
Charles Trulove
ITS: President

[Signature]

Notary Public
My Commission Expires


Jeff Kelley Grading, Inc.

BY: [Signature]
Jeffrey Allen Kelley
ITS: President

AFTER RECORDING PLEASE RETURN TO:
The Lance Law Firm, P.C.
57 Sears Way
Blairsville GA 30512

STATE OF GEORGIA
COUNTY OF UNION

ASSIGNMENT OF DECLARANT'S RIGHTS FOR PLEASANT MEADOWS SUBDIVISION

This Assignment of Declarant's right for Pleasant Meadows Subdivision (this "Assignment") is made effective as of the 10th day of August, 2014 by and between Premier Land Liquidators, LLC, a North Carolina Limited Liability Company and Pleasant Meadows Property Owners Association, Inc. a Domestic Non-Profit Georgia Corporation ("Assignee").

BACKGROUND STATEMENT

Whereas, by DECLARATION OF COVENANTS, RESTRICTIONS, LIMITATIONS AND COVENANTS RUNNING WITH THE LAND, recorded September 12, 2006 in Deed Book 667, Pages 65-69, re-recorded in Deed Book 674, Pages 689-693, and the Amendments to the Declaration of Covenants as recorded in Deed Book 709, Pages 622-625, Deed Book 945, Pages 373-378, Deed Book 947, Page 764-766, Deed Book 963, Pages 11-13 and Deed Book 968, Pages 672-673, in the Clerk of Union County, GA ("the Declaration"), Assignor subjected all of that real property shown on maps recorded at Plat Book 59, Pages 3-5, Plat Book 66, Pages 73-74 and Plat Book 66, Page 84, Union County, GA records.

Whereas, Assignee was duly incorporated in the State of Georgia a Domestic Non-Profit Corporation on June 21, 2013; and

Whereas, Assignor has agreed to assign to Assignee all rights and obligations which the Assignor has under the Declaration and Assignee has agreed to accept and assume the same.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Assignment and Acceptance of Rights.** Assignor hereby assigns, grants, releases and conveys unto Assignee all rights and obligations assigned to Assignor as Declarant in the Declaration to Assignee and Assignee hereby accepts all such rights and obligations under the Declaration.

2. **No Warranties of Assignor.** Assignor expressly disclaims any warranties of any nature whatsoever as to the rights assigned hereunder and Assignee accepts and acknowledges such disclaimer.
3. **Miscellaneous.** This Assignment shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns. This Assignment shall be governed and construed under the laws of the State of Georgia.

ASSIGNOR:

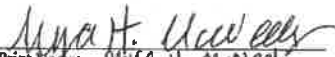
**PREMIER LAND LIQUIDATORS, LLC
A NORTH CAROLINA LIMITED LIABILITY
COMPANY**

By: 
JAMES A. DEAL, MANAGER

Union County, Georgia
Mecklenburg, North Carolina

I certify that Peter Jason Springer, Manager of Premier Land Liquidators, LLC personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Date: 8/16/14
(Official Seal)


Print Name: Myra H. McNeely
My Commission expires: 3/12/19



ASSIGNEE:

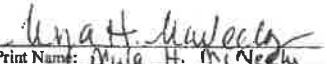
**PLEASANT MEADOWS PROPERTY OWNERS
ASSOCIATION, INC A GEORGIA NOT FOR
PROFIT CORPORATION**

By: 
Carl Moller, President

Union County, Georgia
Mecklenburg, North Carolina

I certify that Carl Moller of Pleasant Meadows Property Owners Association, Inc. personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Date: 8/16/14
(Official Seal)


Print Name: Myra H. McNeely
My Commission expires: 3/12/19



UNION COUNTY, GEORGIA
FILED & RECORDED August 26,
2014 AT 4:05 P.M.
RECORDED IN BOOK 983 PAGE 482-483


SUPERIOR COURT CLERK