



NOTICE REGARDING COVENANTS AND/OR RESTRICTIONS

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

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COMMERCIAL RECORDS CENTER
COUNTY CLERK'S OFFICE
FANNIN COUNTY, GEORGIA
FILED THIS RECORD 1/16/01
BY 9A IN RECORDS 1/16/01
BOOK - 378 PAGE 512-16
JANE C. CHASTAIN
CLERK OF SUPERIOR COURT

00338

RETURN RECORDED DOCUMENT TO:
G. William Little, III, P.C.
P.O. Box 2670
Blue Ridge, GA 30513

(Recording Information)

8th District, 2nd Section
Land Lot # 220

STATE OF GEORGIA
COUNTY OF FANNIN

**ROAD EASEMENT AND MAINTENANCE AGREEMENT, WATER AGREEMENT AND
RESTRICTIVE COVENANTS FOR SUN ROCK SUBDIVISION**

This ROAD EASEMENT AND MAINTENANCE AGREEMENT AND RESTRICTIVE COVENANTS FOR SUN ROCK SUBDIVISION is made this 8th day of January, 2001, by the undersigned KAYLOR PROPERTIES, L.L.C., by and through its General Manager, Daniel Kaylor, (hereafter referred to collectively as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the fee simple owner of all that tract or parcel of land lying and being in Fannin County, Georgia, and being more particularly described below with any additional property added hereto by amendment (hereinafter referred to as the "Submitted Property"), said property being:

All that tract or parcel of land lying and being in the 8th District, 2nd Section, Land Lot number 220, being Lots 1-5 as shown on that plat of survey prepared by Mark E. Chastain, G.R.L.S. #2718, said plat of survey recorded at Plat Hanger C-75, Pages 4-5, Fannin County deed records, said plat of survey incorporated herein by reference thereto for a more complete and accurate notes and bounds description of the above-described property.

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

NOW, THEREFORE, the Declarant hereby declares that the Submitted Property shall be held, conveyed, encumbered, used, occupied, and improved subject to the following covenants and restrictions, as well as easements and assessments, all of which are in furtherance of a plan for subdivision, improvement and sale of real property and every part thereof. The covenants, restrictions and easements set forth herein shall run with the land and shall be binding on all parties having or acquiring and right, title or interest therein or thereto, and shall, subject to the limitations herein provided, inure to the benefit of each "Owner" (as hereinafter defined), his heirs, successors, and assigns.

1. All Lots shall be used for residential purposes only and no business or business activity shall be carried on upon any Lot at any time (home based businesses involving no customer traffic shall be allowed and rental of cabins in the subdivision shall be allowed).
2. The exterior of all structures to be constructed on any of said lots shall be completed within six (6) months from date that construction begins. No campers are permitted at any time.
3. No dwelling constructed on the above-referenced property shall contain less than 800 square feet of heated area (on the main floor), excluding porches, decks, garages, and basements. All external surfaces shall be covered in log or other wood siding material, and coloration shall be of a standard earthtone color.

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4. No inoperative cars, motorcycles, trucks, or other types of vehicles shall be allowed to remain either on or adjacent to any Lot for a period in excess of forty-eight (48) hours; provided, however, that this provision shall not apply to any such vehicle being kept in an enclosed garage. There shall be no major repair performed on any motor vehicle on or adjacent to any Lots in the subdivision. All vehicles shall have current license plates.
5. No mobile, modular, prefab home or homes constructed in whole or in part off of any Lot will be allowed on any Lot. No structure of a temporary nature shall be used as a residence either temporarily or permanently (including but not limited to trailers, basements, tents, shacks, garages, or barns).
6. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes. Such household pets must not constitute a nuisance or cause unsanitary conditions. Large and/or potentially vicious breeds of dogs are specifically excluded, and may not be raised, bred or kept on any lot.
7. Except during the construction of permanent improvements thereon, no Owner shall excavate or extract earth from any lot for any business or commercial purpose or otherwise. No elevation changes shall be permitted which materially affect surface grade of surrounding lots.
8. Clotheslines - No garments, laundry, rugs or other articles may be aired or dried on any Lot.
9. Garbage and trash - No trash, garbage, or other waste material or refuse shall be placed or stored on any Lot except in covered sanitary containers. All such sanitary containers must be stored in each home, or within an enclosure designed therefor, which must be at least five (5) feet from any Lot line.
10. Outdoor lighting - All outdoor lighting shall be so shaded and directed such that the light therefrom is directed to fall only on the same premises where light sources are located.
11. No structure shall draw power from a temporary pole except for a temporary pole necessary for the construction of a permanent home. Power shall be hooked up permanently.
12. No sign of any kind shall be displayed to the public view on any lot except such signs as comply with the provisions hereof. Builders may display such signs as are normally utilized to advertise the property during the construction and sales period. After an Owner closes his purchase on any lot in the subdivision, the only signs permitted on his lot will be: (a) a professionally prepared sign for identification purposes (not more than one square foot in area); and (b) a single sign to rent or sell said lot of a type used by Brokers in the area, with the usual wording, such sign to be no more than four square feet in size. In the event any such sign is unsatisfactory, the sign will be removed. These limitations shall apply to signs of all types, including banners, signs on cloth, paper, cardboard or other materials.
13. Any outbuilding built shall have matching siding to the dwelling located on the lot, in order to better blend in with surrounding buildings.
14. Declaration herein reserves the right to grant to the appropriate entities and/or owners of the above-referenced lots, all necessary easements for installation and maintenance of all current and future utilities, with said installations contemplated to be, but not required to be, within an area adjacent to the road system shown on the aforementioned plat.

ROAD MAINTENANCE ASSESSMENTS

Personal Obligation of Assessments. Claim of Lien. All purchasers of Lots within Sun Rock 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 Sun Rock Subdivision (including all roads shown on the above-described survey); and (2) special assessments for emergency repairs to said roads within Sun Rock Subdivision, these assessments to be established by:

1. For annual assessments for regular road maintenance: Each owner shall pay a yearly fee for use for regular road maintenance (to begin at \$200.00 per year per lot owned in 2001 and to

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be prorated for the remainder of 2001 at the closing of the initial sale of the lots). This amount shall be paid prior to January 1 of the year of the assessment.

2. By a majority vote of all lot owners, special assessments for emergency repairs or upgrades to said road shall be established, with each lot owner responsibility for a pro-rata share of said approved emergency assessment (one share per lot owned).

The annual and special assessments, together with interest and costs of collection including reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property or lot against which each such assessment is made. Each such assessment, together with interest, costs of collection, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for such delinquent assessments shall also pass to his successors in title, provided a claim of lien has been recorded in the Public Records of Fannin County giving notice to all persons that a claim of lien upon the Lot is being asserted, prior to the conveyance of title to the Lot. Said claim of lien shall state the description of the residence, the name of the record Owner thereof, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien have been fully paid. Such claims of lien shall be signed and verified by 1) an officer of the Homeowners' Association (if said Association has been established) or 2) by a representative of a majority of the lot owners in Sun Rock Subdivision. 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 Homeowners' Association in like manner as a foreclosure of a mortgage on real property.

RESERVATION BY DECLARANT OF ROAD EASEMENT

The Declarant hereby reserves unto himself, his successors and assigns, all necessary licenses, rights, privileges and easements over, upon, under and across all property, including but not limited to, (1) the right to use the said properties for rights-of-way and easements to erect, install, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, pipes, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, cable, television, sewer, water or other public conveniences or subdivision utilities; (2) the right to cut any trees, bushes or shrubbery, make any 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 Sun Rock Subdivision; provided, however, that said reservation and right shall not be considered an obligation of the Declarant to provide or maintain any such utility, development, or service. Declarant also reserves the right to connect with and make use of the utility lines, wires, pipes, conduits, cable, television, sewers and drainage and other utility lines which may from time to time be in or along the streets and roads within the property. Finally, the Declarant reserves the right to establish and continue to use any sales offices, signs, or parking spaces located on the property in its effort to market the development. The easements and rights-of-way herein reserved shall continue in existence in favor of the Declarant until conveyance of all lots in Sun Rock Subdivision has occurred and Declarant has filed a written EXTINGUISHMENT OF EASEMENT document with the Clerk of Superior Court, Fannin County.

ROAD EASEMENT FOR SUN ROCK SUBDIVISION

It is the express intent of Declarant to grant an easement along the road system within the boundaries of the afore-mentioned survey for ingress and egress to each Purchaser, their heirs, and assigns, of lots or property within Sun Rock Subdivision. It is the express intent of Declarant to reserve for Declarant, Declarant's heirs, and Declarant's assigns, an easement for ingress and egress along some roads.

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

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WATER USE, MAINTENANCE AND EASEMENT AGREEMENT

Declarant is the owner of a water-system located in Sun Rock. Declarant retains a permanent and perpetual easement to said water system across all lots, and retains the sole and exclusive right to operate, maintain and replace said water system for the benefit of future owners of lots in Sun Rock and other lots in other Phases as he deems necessary. Each Lot Owner shall obtain water only from Declarant's water-system.

Declarant, or their heirs and/or assigns, shall maintain a pump on said well for the benefit of themselves and other purchasers of lots in Sun Rock that have contracted with Declarant for water service. Declarant shall be responsible for electricity to power said pump. Each lot owner shall pay a one-time \$1,500.00 fee at the time of closing for access to the water system. Once a lot owner has hooked on to the meter box or cutoff valve, the lot's owner shall be responsible for reimbursing Declarant \$30 per month (to be paid as a lump sum of \$360.00 on or before January 1 of each year, and to be prorated for the remainder of each year at the time of each future closing if a mid-year closing). This amount shall increase by an amount not to exceed the Consumer Price Index (CPI) each year, and Declarant shall give notice of this increase amount not less than 30 days prior to January 1.

Failure to pay the yearly water fee shall allow Declarant to place a lien on the non-paying lot and against the lot's owner for the amount of the unpaid bill, interest, and reasonable attorney's fees to collect same.

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

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

- 1) Each lot owner shall, at their own expense, pay the full cost of the water lines running from their homes to the main water line, and shall be solely responsible for maintenance and replacement of their own lines.
- 2) If, as the result of freezing of the water lines and breaking of the same, and if as a result the pump is destroyed and/or must be replaced or repaired, said responsibility shall be the responsibility of the party whose water line froze and broke. If multiple lines should freeze and break resulting in this damage, then the owners of the damaged lines shall share equally the costs associated with the repairs to the pump and/or well.
- 3) In the event that the pump or water system is damaged through an owner's negligence, then the party responsible for said negligence shall be wholly responsible for the costs of repair or replacement of the pump or water system and all necessary expenditures associated therewith.
- 4) Declarant reserves the right to transfer ownership of the water-system to any lot owner; OR to transfer the ownership of the water system to a private water-providing company. All provisions of this water agreement shall transfer to the heirs, successors, or assigns of the Declarant.

DURATION AND AMENDMENT

This declaration and the restrictions contained herein shall run with and bind the submitted property for a period of twenty years from and after the date when this declaration is filed for record with the Clerk of the Superior Court of Fannin County, after which time this declaration and the restrictions shall be automatically renewed for successive periods of ten years; provided, however, that after the end of the said twenty year period and during any ten year renewal period (but only during such renewal period), this declaration and the restrictions contained herein may be terminated by an instrument executed by 2/3 of the lot owners and recorded in the Office of the Clerk of the Superior Court of Fannin County, Georgia, or in such other place of recording as may be appropriate at the time of the execution of such instrument.

MISCELLANEOUS

1. For so long as Declarant retains ownership of one or more lots in said subdivision, Declarant shall have the right, in its sole discretion and judgment, to modify, amend or alter in any manner this instrument to provide for the general health and welfare of the owners of lots in said subdivision.

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2. **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.

3. **Constructive Notice** - Each owner, by his acceptance of a deed or other conveyance of a lot, acknowledges for himself, his heirs, legal representatives, successors and assigns, that he is bound by the provisions of this declaration, including, but not limited to, the easement provisions for all homeowners provided in this document.

4. **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.

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

Signed, sealed and delivered in the presence of:

Anna C. Pope
Witness

DECLARANT - Kaylor Properties, L.L.C.

[Signature] (SEAL)
Notary Public
My Commission Expires

[Signature]
By: Daniel Kaylor
Its: General Manager

