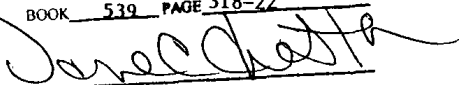




NOTICE REGARDING COVENANTS AND/OR RESTRICTIONS

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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GEORGIA, FANNIN COUNTY
 CLERK OF SUPERIOR COURT OFFICE
 FILED FOR RECORD 11/4/03
 AT 10:10AM RECORDED 11/5/03
 BOOK 539 PAGE 318-22

 DANA C. CHASTAIN
 CLERK OF SUPERIOR COURT

Return recorded document to:
 Cary D. Cox, PC
 P. O. Box 748
 Blairsville, GA 30514

STATE OF GEORGIA
 COUNTY OF FANNIN

11739

DECLARATION OF RESTRICTIONS, LIMITATIONS,
 AND COVENANTS RUNNING WITH THE LAND

WHEREAS, KELLEY BROTHERS CONSTRUCTION, INC., the holder of the legal title to the below listed subdivision known as **Walnut Hills Estates Subdivision**, Land Lots 7 & 8, 8th District, 1st Section, Fannin County, Georgia and being more particularly described as:

All that tract or parcel of land lying and being in Land Lots 7 & 8, 8th District, 1st Section, Fannin County, Georgia, containing a total of 30.264 acres as shown on a plat of survey by Rochester and Associates, Inc. dated 6/26/03, last revised 10/07/03, as recorded in Plat Hanger D-34, Page 1-3, Fannin County, Georgia, records, which description is incorporated herein by reference and made a part hereof.

The purpose to 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 each present or future owners, the full benefit and enjoyment of their property. The reservations and restrictive covenants herein after set out are to run with the land and shall be binding upon all parties and persons owning lots in Walnut Hills Estates Subdivision or claiming under them.

If the owners of such lots or any of them, or their heirs, successors or assigns shall violate any of the covenants herein after 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 the equity against any person or persons violating any of such covenants and either to prevent him from so doing or to recover damages for such violations, or both. Invalidation of any of these covenants by judgment or otherwise shall in otherwise affect any of the provisions, which shall remain in full force and

effect.

1. After the conveyance of a lot or tract by the Developer, no lot or tract shall be subdivided.
2. Only site built homes will be allowed on any lot. No mobile homes, motor homes, manufactured homes or relocated homes shall be placed permanently or temporarily on any lot or subdivision road. No structure such as a camper trailer, motor home, basement, tent, garage, barn, or other building shall be used on any lot at anytime as a permanent or temporary residence.
3. All lots are for single-family residential purposes only. Only one residence shall be erected on a lot. However, the owner of such lot may erect an attached garage, or an outbuilding as long as the structure is fashioned in appearance and likeness to the design of the main residence and approved by the architectural review board. All garages and out buildings will be enclosed completely.
4. No lot shall be used for commercial activity or business, with exception to Lot One (1), which shall be used for commercial purposes and not subject to restrictions.
5. Before construction of any residence is started all plans must be submitted to the architectural review board. Architectural review will be based on preceding restrictions, overall aesthetics and acclamation to overall community. An application for review will be available from the developer.
6. Each residence will be constructed with at least 1400 square feet of heated living space, excluding carport, garage, or basement. If the house has more than one story, the first floor must contain at least 1000 square feet of heated living space, with the total house containing no less than 1400 square feet, excluding carport, garage, or basement. Also, no residence shall have more than two (2) stories of heated, livable area, excluding basements.
7. No building or any part of a building shall be erected on any lot closer than ten (10) feet to the road right of way or closer than ten (10) feet to either side lot line. When two or more lots are acquired as a single building site, the lot lines shall refer to lot lines that border adjoining property owners.
8. When construction of any building is started, work on the outside must be completed within eight (8) months from the start. Outside landscaping must be completed within one (1) year from the start thereof. Completed landscaping means; that all areas are covered with natural growth, grass, sod, shrubs, trees, and or mulch. No bare dirt shall be exposed except during construction.
9. To prevent mud and other debris from being tracked onto the street, a construction drive must be installed prior to beginning construction on the foundation and maintained until the permanent drive is completed.
10. All building exteriors, that are visible from road, including foundations, must be completely covered by paint, stucco, stone, brick, wood, or wood like materials in earth tones. Roofing

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materials must be factory painted metal, slate, cedar shakes, or architectural shingles. All roofs shall have a minimum pitch of 4/12 excluding porches.

11. Homeowners shall be responsible for the acts of their employees, sub-contractors, suppliers and other persons or parties involved in construction or alteration of a home site. In this regard, homeowner shall be responsible for ensuring:

A. That the construction site is kept clean and free of debris and waste material.

B. That stockpiles of unused materials are kept in a neat and orderly fashion.

12. Any damage to subdivision roads or other common property during construction of a new home shall be the responsibility of the homeowner.

13. No motorcycles, four wheelers, dirt bikes, or other vehicles with external engines shall be ridden along subdivision streets except as may be necessary to enter or exit the subdivision. All such vehicles in use on any lot shall be sufficiently muffled so as not to disturb the neighborhood.

14. No livestock, poultry, or animals of any kind shall be raised, bred, or kept on any lot. Exception: Dogs, cats, or other household pets are permitted provided they are on a leash at all times while outside and shall not be allowed to run loose through the subdivision. No outside housing for pets shall be allowed.

15. All fuel storage tanks, outdoor pools, utility lines (including electrical, telephone, gas, water and cable television) or any wire or pipe shall be underground or covered so long as not visible from road.

16. Exposed antennas and satellite dishes must not be visible from any subdivision street. All satellite dishes should be dark in color and no larger than 24 inches in diameter.

17. No barbwire shall be allowed, however chain-linked shall be allowed. Fences made of wood, brick, or stone are permitted as long as they are done in earth tones and compliment the main residence. Fences shall be no higher than four (4) feet. The only exception is the installation of a privacy fence around an in ground pool.

18. No commercial signs shall be erected or maintained on any lot or subdivision road. Exceptions: lot owners, real estate brokers, or the developer may place one sign no larger than 24 inches by 24 inches on any lot to advertise its sale or rent upon approval of the developer.

19. No lot shall be used in whole or in part for any illegal activity. No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, or the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye. No substance, thing, or material shall be kept on any lot that will emit foul or obnoxious odors or that shall cause noise that will or might disturb the peace, quiet, comfort,

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or serenity of the occupants of surrounding property.

20. No wrecked or untagged motor vehicle, nor utility trailer, nor junk, nor household appliances shall be kept, stored, or repaired in plain view on any lot, except that such may be kept, stored, or repaired in an enclosed building so as not to be subjected to view by lot owners or from subdivision roads. No trash, garbage, rubbish, or other waste shall be kept upon any lot except in closed sanitary containers.

21. There are hereby reserved for the purpose of installing and maintaining municipal and public utility facilities and for such other purpose incidental to the development of the property, easements along the subdivision roads and lot lines. All claims for damages, if any, arising out of the construction, maintenance, and repair of utilities or on account of temporary or other inconveniences caused there by the developer or any of their agents or servants are hereby waived by lot owners. All lots are subject to easements for installation and maintenance of utilities.

22. All roadway easements shown on the subdivision plat shall remain for use by the subdivision owners, and the rights to the roadway are reserved by the Developer. All lots are conveyed to the centerline of the roads notwithstanding any conveyance, or same used in any deed or conveyance, no fee simple title will be conveyed to lot owners to the rights of ways for roads as shown on the subdivision plat. Developer, at his sole discretion, shall have the right to convey the road right of ways to Fannin County, a Political Subdivision of the State of Georgia or to a Homeowners' Association.

23. The developer shall build and maintain the roads in accordance with Fannin County Specs until fifty percent (50%) of the lots have been sold. After this time the developer may continue maintaining the roads, or developer may convey road right of ways to Fannin County, a Political Subdivision of the State of Georgia, or lot owners may form an association to maintain said roads, excepting any damage done to the roads by a property owner in the construction of his home. Said property owner shall be responsible for any damage. Roads may not be extended across any lot for the purpose of gaining access to any property adjoining Walnut Hills Estates subdivision. Exception: The developer may access by road, property adjoining Walnut Hills Estates Subdivision if there is a recorded easement or if the Developer owns the property being crossed to access adjoining property.

24. Each lot owner shall pay one hundred and fifty (\$150.00) dollars per year for the upkeep of roads and road right of ways to be paid to the developer or to the homeowners association, when and if formed. The assessment may increase based on costs of upkeep. Each lot owner will be responsible for maintaining and mowing their own lot. Open land must be mowed no less than once a month during the spring and summer.

25. Each home in the subdivision may be connected to the central water system. Prior to being connected, said homeowner shall pay to Developer a hook-up (meter) fee of \$500.00. Beginning the first day after a home is connected to the system, the owner shall pay to the designated operator of the system an annual fee (water bill) of \$240.00. This shall include the monthly water

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service with up to 4,000 gallons of water per month. Exception to this shall be that a builder shall not be required to pay this annual fee so long as the house is unoccupied, or six (6) months, which ever is less, but shall be paid by the homeowner when title transfers. The annual fee and hook-up fee may be increased if necessary to maintain the system, but shall not be increased more than 25% above the average county water system hook-up or water bill. Fees not paid within thirty (30) days shall be cause for water service termination and all remedies allowed by law. Individual lot owners agree to be responsible for any filtration to be used on their respective property and further agree that each property owner shall install a backflow prevention in their water line between where their line hooks to the meter and enters the house. All lot owners shall be responsible for their individual water lines from the point where it hooks to the main water line to their house. By acceptance of a deed or other conveyance of property in the subdivision, Grantees assent to these conditions. The water system will be retained by the Developer so long as he deems it necessary. The Association or owners hooked to the central water system shall agree to take over and maintain said water system upon it being dedicated by Developer.

26. These covenants and restrictions shall be recorded in the deed records of Fannin County, Georgia, and shall run with said land and shall be binding upon all persons claiming under them for a period of twenty-five (25) years from the date of recording after which time, said covenants shall be automatically extended for a successive period of ten (10) years unless an instrument signed by a majority of the then owners of record of the land agree to change said covenants and restrictions, in whole or part. Exception: The Developer reserves the right to change these covenants and restrictions at any time deemed necessary.

IN WITNESS WHEREOF, the owners hereby affix their hands and seal this 24 day of Oct, 2003.

KELLEY BROTHERS CONSTRUCTION, INC.

By: Gary Kelley Pres.

Jane Panchard
Witness

Sworn to and subscribed before me this

24th day of October, 2003.

J. D. White
Notary Public

Notary Public, Fannin County, Georgia
My Commission Expires June 20, 2005

my documents\Real Estate\Restrictions\Kelley Brothers Construction