

LITTLE & DROST, L.L.P.
ATTORNEYS AT LAW
A LIMITED LIABILITY PARTNERSHIP OF PROFESSIONAL CORPORATION

GEORGIA, FANNIN COUNTY
CLERK'S OFFICE SUPERIOR COURT
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John W. Chastain - Esq.
CLERK OF SUPERIOR COURT

02433

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

(Recording Information)

8th District, 1st Section
Land Lot Number 67

STATE OF GEORGIA
COUNTY OF FANNIN

**ROAD EASEMENT AND MAINTENANCE AGREEMENT AND
RESTRICTIVE COVENANTS FOR MOUNTAIN VIEWS ESTATES SUBDIVISION**

This ROAD EASEMENT AND MAINTENANCE AGREEMENT AND RESTRICTIVE COVENANTS FOR MOUNTAIN VIEWS ESTATES SUBDIVISION is made this 22nd day of ~~January~~ 2001, by the undersigned R & R Development Co., Inc., by Barbara D. Rock as President (hereafter referred to 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 and 1st Section of Fannin County, Georgia and being a part of Land Lot No. 67, containing 58.77 acres of land, more or less, as shown on a plat of survey by Lane S. Bishop, G.R.L.S. # 1575, dated January 10, 2001, and recorded in Plat Hanger C - 24, Pages 5-7, in the Office of the Clerk of Superior Court, Fannin County, Georgia. Said plat being incorporated herein and made a part of this deed by reference thereto for a more complete and accurate metes and bounds description of the above-referenced property. The above-described property to be known as Mountain Views Estates Subdivision, Phase I.

Said conveyance is made subject to any and all easements, restrictions and rights of way as set forth on the aforementioned plat or as appearing of record.

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, as well as adjacent properties to be submitted by Declarant and encumbered by these items, 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 any right, title or interest therein or thereon, and shall, subject to the limitations herein provided, inure to the benefit of each Owner of property, his heirs, successors, and assigns.

- 1. The exterior of all structures to be constructed on any of said lots shall be completed within twelve (12) months from date that construction begins except where fire or other natural casualty makes completion impossible within the (12) month period. In the event of fire or other casualty causing damage to a structure, such damage shall be repaired, or such structure shall be removed (including debris) within six (6) months from the date thereof. No outbuilding, garage, shed tent, travel trailer, or temporary building of any kind shall be erected prior to commencement of the

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- erection of a residence, as is permitted hereby, and no outbuilding, garage, shed, tent, travel trailer, basement, or temporary building shall be used for permanent residence purposes; provided that this paragraph shall not be deemed or construed to prevent the use of a temporary construction shed, or travel trailer during the period of actual construction of any residential structure on such property, nor the use of adequate sanitary toilet facilities for workmen which may be provided during such construction. All building debris shall be cleaned up and removed from the lot and all removal of excess dirt, leveling and terracing and other finish grading work must be completed within sixty (60) days from completion of the building construction.
2. No dwelling shall contain less than 600 square feet of heated living area on the first floor, exclusive of garages, basements, covered walks, open and/or screened porches, patios, terraces, pool areas or other similar areas. Total square footage of any dwelling must be 1000 heated square feet or more.
 3. All exterior concrete, cement or cinder block surfaces shall be finished in wood, brick, stone or stucco.
 4. All utility lines, including electrical, telephone, gas, water, cable TV, or other wire or pipe of any kind, shall be installed and maintained underground. All propane storage tanks shall be installed underground, enclosed or located on each lot so as to not be visible from the subdivision streets.
 5. 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 one week; 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.
 6. No mobile, modular, prefab home, manufactured home, or homes constructed in whole or in part off of any Lot will be allowed on any Lot. No prefabricated outbuildings shall 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). Nothing contained herein shall preclude the use of pre-manufactured structural systems, such as roof trusses, joint systems, log home packages, etc., which are specifically designed as separate parts and components to be shipped to the construction site for use or erection as an integral part of on site construction.
 7. No industrial or commercial vehicles, including without limitation dump trucks, moving vans, step vans, buses and lowboy trailers, shall be allowed to park or remain on the Property, except for so long as necessary for use in connection with ongoing construction.
 8. 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. Horses shall be allowed, but only one (1) horse per full 1 1/2 acres owned shall be allowed (i.e. if an owner owns four (4) acres, only two (2) horses shall be allowed, but if Owner owns 4 1/2 acres, three (3) horses shall be allowed). Potentially vicious breeds of dogs are specifically excluded, and may not be raised, bred or kept on any lot. Any animals must be under the control of the owner at all times.
 9. 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.
 10. Driveways, landscaping and the general appearance of an owner's lot shall be maintained in good order, and it shall be the responsibility of each lot owner to prevent the development of a noxious, unclean, unsightly, or unkept condition of any building or grounds on said owner's lot which substantially decreases the beauty of the neighborhood as a whole or of a specific area; provided, however, that conditions which are normal, usual or customary to similar construction shall be permitted during the actual period of construction or improvements on any lot.
 11. Garbage and trash - No trash, garbage, junk, appliances or other waste material or refuse shall be viewable, 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.

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12. **Satellite Dishes** - Satellite dishes thirty six (36") inches or less in diameter are permitted, but no satellite dish greater than (36") shall be allowed unless said dish is located and enclosed to be non-viewable by other lot owners.
13. **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.
14. **Clotheslines** - No garments, laundry, rugs or other articles may be aired or dried on any Lot, unless the same are located and enclosed to be nonviewable by other lot owners.
15. **Road Maintenance during construction** - Each lot owner shall be responsible for any damage to the subdivision roads caused directly by construction on their lot.
16. 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 which solicits the presence of the general public, involves retail traffic, or involves the storage of inventory or equipment outside the dwelling structure located on a lot, with the exception that rental of homes shall be allowed. For any rentals, there shall be an adult chaperone over the age of (25) onsite at all times that there is a person or persons less than (18) years of age onsite.
- Nothing shall prohibit the developer, its agents, successors, or assigns, or any lot owner, from constructing one or more single family residences (in accordance with these covenants and restrictions) for the purpose of sale thereof, or as a model, and exhibiting the same, or inviting prospective purchasers to the same for the purpose of making such sale; nor shall the developer or any lot owner be prohibited from exhibiting any unimproved lot, or inviting prospective purchasers thereto, for the purpose of selling such lots.
17. 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 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.
18. Personal recreational vehicles such as motorcycles or ATVs shall be operated in a safe manner at a moderate speed (not to exceed 15 m.p.h.), and shall be operated in a fashion such that they are not a nuisance to the comfort, convenience and peaceful enjoyment of adjoining properties by their owners.
19. A lot owner may remove no more than 50% of the tree growth, spread evenly over the lot, with the exception of the home's location and a reasonable size lawn.
20. No parcel, or its configuration, as originally sold and conveyed by Declarant, shall be thereafter altered in size or configuration, or subdivided, by any parcel owner or his successors and assigns, provided that, R & R Development Co., Inc., by Barbara D. Rock as President reserves the unconditional right to alter the size or configuration, subdivide, or create new parcels, and/or to replat any unsold parcel, prior to its original sale and transfer to a parcel owner, and in such case any such altered or newly created parcels shall be subject to these covenants.
- As an exception to this paragraph, an original lot may be divided one time (without approval of the Declarant) into two equal (in size) portions (subject to Fannin County Land Development regulations).
21. Declarant reserves for herself and herein grants, to all 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 within an area adjacent to the road system shown on the aforementioned plat.

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Declarant reserves the unconditional right to dedicate any subdivision road and adjoining rights of way to an appropriate governmental agency.

CONTROLLED ACCESS PROVISIONS

Decisions related to security measures, including, but not limited to, access privileges to visitors or service personnel shall be made by the Homeowners' Association. No decision shall apply to Declarant or her designees, who shall have unlimited access until all lots have been transferred from Declarant's ownership.

ROAD MAINTENANCE ASSESSMENTS

Personal Obligation of Assessments; Claim of Lien: All purchasers of Lots within Mountain Views Estates 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 Mountain Views Estates Subdivision; and (2) special assessments for emergency repairs to said roads within Mountain Views Estates Subdivision, these assessments to be established by:

1. For annual assessments for regular road maintenance: Each Owner of each lot shall pay an annual assessment fee (to begin at \$200.00 per year in 2001 for each lot owned, and to be prorated for the remainder of the year of the closing of the initial sale of the lot) for maintenance of the road system in Mountain Views Estates Subdivision. The assessment fee shall be due by January 10th of each year.
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 Mountain Views Estates 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.

Developer shall have no affirmative obligation for the future upkeep and maintenance of the subdivision roads.

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.

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).

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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. During the period of Declarant's ownership of one lot or more, these items may be amended by Declarant, in her sole judgment and discretion, for clarification, correction, and general improvement of lifestyle and comfort in MOUNTAIN VIEWS ESTATES Subdivision.

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 themselves, their heirs, legal representatives, successors and assigns, that they are bound by the provisions of this declaration, including, but not limited to, the easement provisions 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.

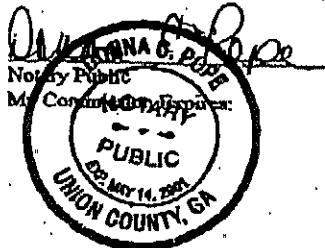
IN WITNESS WHEREOF, the Declarant has hereunto set her hand and seal as of the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]
Witness

R & R DEVELOPMENT CO., INC.

[Signature]
BY: Barbara D. Rock
ITS: President



SEAL

