

RESTRICTIVE COVENANTS OF HIDDEN HILLS

WHEREAS, DEWELL SANFORD, TERRY HENSLEY, RONNIE THOMPSON and J. RONALD KNIGHT are the owners and developers of certain real property known as HIDDEN HILLS, a residential subdivision located in Land Lot 210, 11th District, 2nd Section of Gilmer County, Georgia, consisting of 85.40 acres as shown on plat recorded in Plat Book 15, page 212, Gilmer County Records, the following Restrictive Covenants shall bind all lots depicted on said plat.

1. LAND USE AND BUILDING TYPE - All lots shall be used exclusively for residential purposes. Only one (1) single family dwelling of not less than 1200 square feet heated living area shall be permitted on each lot within the subdivision. No commercial activities of any type shall be permitted.

2. PROHIBITION - No mobile homes will be permitted in the subdivision; no pre-manufactured homes shall be allowed.

3. LOCATION OF RESIDENCES - All residences shall be constructed at least thirty-five (35) feet from right of way of any and all streets and roads, twenty-five (25) feet from any interior lot lines and twenty-five (25) feet from any rear lot line.

4. LOT AREA - The area of each lot as shown on the recorded plats shall not be subdivided into smaller tracts.

5. EASEMENTS - Easements for the installation and maintenance of all utilities, roads and drainage facilities are reserved by the developers.

6. LIVESTOCK, POULTRY AND OTHER ANIMALS - Any and all animals shall be properly fenced, tied or housed so as not to constitute an eyesore. Suitable health provisions shall be maintained at all times to avoid creating offensive odors. Suitable provisions shall also be maintained to avoid offensive noise from any and all animals.

7. OUTBUILDINGS - Any outbuildings, fences or other improvements, etc. to be erected shall be constructed of new materials and in such a way as not to constitute an eyesore.

8. GARBAGE AND REFUSE - No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage

and other waste shall be kept at designated places and only in closed sanitary containers.

9. SEWAGE DISPOSAL - Sewage disposal will be provided and maintained by the owner of each lot in accordance with local and state regulations. All drain field areas must remain free of any structures. All dwellings must have indoor toilets.

10. VEHICLES - No motor vehicle which is not in running order shall remain on any lot longer than forty-five (45) days.

11. AMENDMENT OR VARIANCES TO COVENANTS - The Covenants may be amended by the developers, their successors and assigns, with a majority of the lot owners of said development giving their consent.

12. CASUALTY - In the event any building on any of the lots in this subdivision is partially or wholly destroyed by fire, wind or other causes, the remaining debris must be cleared and disposed of within sixty (60) days following such casualty. If said clean up is not effected by the lot owner, the developers, their successors or assigns shall have the right to enter said premises and clear and clean the same, charging the cost to the lot owner with said charge automatically becoming a lien against said lot.

13. CARE AND MAINTENANCE - All lots in the development shall be maintained by the owner in a clean and attractive condition allowing no accumulation of rubbish or debris.

14. USE BY OTHER THAN OWNER OF RECORD - In the event the owner lends, rents or leases his property or permits it to be used in any way, the owner will be held liable for any infraction of these covenants by the users.

15. COMPLETION OF ANY STRUCTURES - Any structure which is started whether house, out-building, etc., must be completed within a twelve (12) month period.

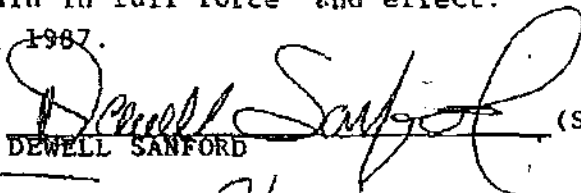
16. VIOLATIONS OF RESTRICTIONS - Any owner or owners may enforce the compliance of these restrictions and covenants in case of any violation in accordance with the law of Georgia applicable thereto.


17. ENFORCEMENT - Enforcement to restrain violation or to recover damages shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenants.


18. TERM: These covenants are to run with the land and shall be binding on all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for succession periods of ten (10) years unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part.


19. SEVERABILITY: Invalidation of one of these covenants by judgment or court order shall in no wise affect any of the provisions which shall remain in full force and effect.

This 30th day of June, 1987.

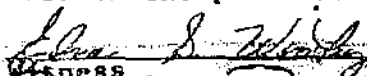

DEWELL SANFORD (SEAL)


TERRY HENSLEY (SEAL)


RONNIE THOMPSON (SEAL)


RONALD KNIGHT (SEAL)

Signed, sealed and delivered on June 30, 1987 in the presence of:


Witness


Notary Public

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GEORGIA, GILMER COUNTY
Clerk's Office — Superior Court

Filed for record this 2 day of July 1987 at 10:45 o'clock A.M. and recorded in Book 205 Page 551 this 2 day of July 1987

Clerk Superior Court