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[Signature]
 DANA C. CHASTAIN
 CLERK OF SUPERIOR COURT

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**PROTECTIVE COVENANTS & RESTRICTIONS,
 ROAD EASEMENTS & MAINTENANCE AGREEMENTS,
 Along with
 WATER RIGHTS, EASEMENTS, and MAINTENANCE AGREEMENTS
 FOR
 HUNTINGTON RIDGE ESTATES SUBDIVISION**

This, PROTECTIVE COVENANTS & RESTRICTIONS, ROAD EASEMENTS & MAINTENANCE AGREEMENTS, Along with WATER RIGHTS, EASEMENTS, and MAINTENANCE AGREEMENTS for HUNTINGTON RIDGE ESTATES SUBDIVISION is made this 21st day of November, 2003, by the undersigned JAG MOUNTAIN PROPERTIES, LLC (hereafter collectively 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 2nd Section of Fannin County Georgia and being a part of Land Lot No. 295 and being more particularly described as Lots 1-9 of HUNTINGTON RIDGE ESTATES SUBDIVISION containing a total of 15.35 acres of land, more or less as shown on plat of survey dated January 27, 2003 prepared by Robert J. Breedlove G.R.L.S. No. 2228 of Blairsville Surveying Co. and being recorded in Plat Hanger D-39, Page 3-4, Fannin County Records. Said recorded plat is hereby made a part of this deed by reference thereto for a more complete description of the above described property.

The above described property is conveyed subject to all easements, restrictions, and rights of way as set forth on recorded plat or as appearing of record.

The above described property is the same property conveyed by the following: Warranty Deed dated the 13th day of June, 2003 from Dawn Heaton in favor of Jag Mountain Properties, LLC recorded in Deed Book 516, Page 180, and by Warranty Deed dated June 13, 2003 in favor of Jag Mountain Properties, LLC from Jason Brookshire and Nolan Brookshire recorded in Deed Book 516, Page 182, and by Warranty Deed dated July 7, 2003 in favor of Jag Mountain Properties, LLC from J. T. Cole and Katherine Cole recorded in Deed Book 516, Page 427, Fannin County Records.

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 of property, his heirs, successors, and assigns.

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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. Temporary campers are permitted during construction only.
2. All Lots shall be used for residential purposes only and no business or business activity shall be conducted.
3. 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 a closed 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.
4. 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).
5. Trailers and Commercial Vehicles - No parking of any house or travel trailer, truck (excluding pickup truck), camper, tent, or other similar vehicle, outbuilding, or structure shall be placed on the property at any time for a period exceeding (48) hours. No industrial, commercial or farm equipment or 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.
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. Driveways shall be maintained in good order.
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 there from is directed to fall only on the same premises where light sources are located.
11. Clotheslines - No garments, laundry, rugs or other articles may be aired or dried on any Lot.
12. 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.
13. 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.
14. Any outbuilding built shall have rustic matching siding, in order to better blend in with surrounding buildings.
15. No parcel, or its configuration, as originally sold or conveyed by JAG MOUNTAIN PROPERTIES, LLC, shall be thereafter altered in size or configuration, or subdivided, by any parcel owner or his successors and assigns, provided that, JAG MOUNTAIN PROPERTIES, LLC, reserves the unconditional right to alter the size or configuration, subdivide, or create new parcels, and/ or to replat any unsold parcel, prior o its original sale and transfer to a parcel owner, and in such case such all altered or newly created parcels shall be subject to these covenants.
16. Declaration herein grants, to all owners of the above-referenced lots, all necessary easements for 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.
17. All homes in the HUNTINGTON RIDGE ESTATES SUBDIVISION shall be of rustic look by log or log siding.
18. All homes built shall be a minimum of 900 square feet in size.
19. If any trees on neighboring lots should obstruct the view of adjoining lots, the developers retain the right to top or trim the tree or trees causing said obstruction, without approval from lot owner.

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ROAD MAINTENANCE ASSESSMENTS

Personal Obligation of Assessments: Claim of Lien: All purchasers of Lots within HUNTINGTON RIDGE 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 said subdivision; and (2) special assessments for emergency repairs to said roads within subdivision, these assessments to be established as follows:

1. For annual assessments for regular road maintenance: The Owners (by a majority vote) shall prorate an estimated budget (to begin at \$120.00 per year in 2003) for said maintenance among all owners of lots in HUNTINGTON RIDGE ESTATES SUBDIVISION (one share per lot owned). Each lot owner(s) shall then be responsible for this prorated amount, to be paid prior to January 1 of the year of the assessment. Payments to be made to a homeowners association to be established by all lot owners.
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 HUNTINGTON RIDGE 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. Assessments shall not apply to the Developer and/or Declarant.

WATER RIGHTS AND USAGE, MAINTENANCE AND EASEMENTS AGREEMENT

Declarant at the time of this agreement, is the owner of (2) two wells both being located on LOT 1 within said SUBDIVISION, but anticipates transferring said wells to a water-servicing contractor, to be Holloway Holdings, L.L.C. Transfer shall be recorded with the Clerk of Superior Court for Fannin County Georgia along with a signed Water Service Provision and System Maintenance & Repair Agreement and Easement to be signed by Declarant and Holloway Holdings, L.L.C. directly preceding this document. Declarant retains a permanent and perpetual easement to said wells and water system, as well as an area of 100 square feet surrounding each well and water system, and retains the sole and exclusive right to operate, maintain and replace said wells and water system for the benefit of all future owners of lots in subdivision and other lots in other Phases as they may deem necessary.

All future lot owners of HUNTINGTON RIDGE ESTATES SUBDIVISION shall have a permanent and perpetual right to contract for water service from the above described water system and shall be required to follow all terms within this agreement, any amendment of this agreement and the Water Servicing Agreement to be placed on record in the Office of the Clerk of Superior Court for Fannin County Georgia.

All lot owners of HUNTINGTON RIDGE 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 all provisions as set forth on that certain Water Service Provision Agreement to be recorded after this document. And;

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 meter established on each lot, 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.

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- 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) Each lot owner shall pay a water hook-up fee of \$750.00 to Holloway Holdings, L.L.C. before their lines can be attached to well system. The hook-up fee shall apply to all lot owners including individuals or corporations (BUILDERS) that have purchased a lot for the purpose of constructing a dwelling to be sold by them. At time of conveyance from said individuals or corporations (BUILDERS) the new purchaser(s) shall at closing reimburse said builder for the hook-up fee of \$750.00 and this fee should be reflected on the settlement statement by the attorney or agent handling the closing.

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 gratings 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 HUNTINGTON RIDGE ESTATES 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 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 a occurred and Declarant filed a written EXTINGUISHMENT OF EASEMENT document with the clerk of Superior Court, Fannin County.

ROAD EASEMENT FOR HUNTINGTON RIDGE ESTATES SUBDIVISION

It is the express intent of Declarant to grant an easement along the road system within the boundaries of the above-mentioned survey for ingress and egress to each Purchaser, their heirs, and assigns, of lots or property within HUNTINGTON RIDGE ESTATES SUBDIVISION. It is the express intent of Declarant to reserve for Declarant, Declarant heirs, and Declarant assigns, an easement for ingress and egress along same 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.

Declarant hereby states, grants, and reserves an 20' Easement over and across LOT #1 as shown on the above mentioned survey. Said Easement being established for the purpose of ingress and egress and to be the access to LOT #2 of said subdivision. Said easement shall not be a mere easement but a right running with title to the lands, and shall forever be a burden against LOT 1 and shall be a benefit to LOT 2.

Declarant hereby states, grants, and reserves an 20' Easement over and across that certain gravel drive that crosses over LOT 5 AND LOT 7 of said Subdivision and shall be for the purpose of ingress and egress to LOT 6. Said easement shall not be a mere easement but a right running with title to the lands, and shall forever be a burden against LOTS 5 & 7 and shall be a benefit to LOT 6.

DURATION AND AMENDMENT

This declaration and the restrictions contained here in shall run with and bind the submitted property for a period of fifty (50) 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 fifty (50) 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.

Declarant shall reserve the right to modify, make changes, or revisions to this AGREEMENT for a period of 3 years from filing date of this document, with 3 year period being extended if Declarant is the owner of any lot within said subdivision after the 3 year period has run. Declarant shall only exercise this right if and when Declarant shall deem change being necessary to enhance the value and provide for a more uniform development of the Subdivision. Any and all modification shall be set forth on a document know as and designated as "Amendment" to PROTECTIVE COVENANTS & RESTRICTIONS, ROAD EASEMENTS & MAINTENANCE AGREEMENTS, Along with WATER RIGHTS, EASEMENTS, and MAINTENANCE

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AGREEMENTS for HUNTINGTON RIDGE ESTATES SUBDIVISION, each Amendment shall be recorded in the office of the Clerk of Superior Court for Fannin County Georgia with a cross-reference being made to the original AGREEMENT.

HOMEOWNERS' ASSOCIATION FOR HUNTINGTON RIDGE ESTATES SUBDIVISION

Upon sale of the last lot in said subdivision, all terms and conditions contained within this Agreement shall be the responsibility of a (Homeowners' Association), in which will be formed by a majority of LOT owners.

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 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.
- 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.
- 4. Declarant shall in no way be held liable or subject to any type law suite, of any type, from anyone in regards or connection to said subdivision once all 9 LOTS within HUNTINGTON RIDGE ESTATES S/D have been conveyed by them.
- 5. Declarant hereby states that at time of recordation of this agreement they have complied with all Fannin County Land Development laws and regulations for development of said HUNTINGTON RIDGE ESTATES SUBDIVISION. And should any new purchaser of a lot within said subdivision not comply with said County laws and regulations for any reason, Declarant shall in no way be held responsible or liable, and shall be fully released of all liability thereof.

Signed, sealed and delivered in the Presence of:

JAG MOUNTAIN PROPERTIES, LLC

Delita Taylor
Witness: DELITA TAYLOR

Jason Atkins
Declarant - Jason Atkins

Anne Ste Michelle Elliott
Notary: ANNE STE MICHELLE ELLIOTT

Cleason Green, Jr.
Declarant - Cleason Green, Jr.

