

G. WILLIAM LITTLE, III, P.C.  
ATTORNEY AT LAW  
A PROFESSIONAL CORPORATION

GEORGIA, FANNIN COUNTY  
CLERK'S OFFICE SUPERIOR COURT  
PLAT FOR RECORDED 10/4/99  
AT 10P M RECORDED 10/4/99  
BOOK 337 PAGE 530-34  
*[Signature]*  
CLERK OF SUPERIOR COURT

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

(Recording Information)

08408

8th District, 1st Section  
Land Lot # 28

STATE OF GEORGIA  
COUNTY OF FANNIN

**ROAD EASEMENT AND MAINTENANCE AGREEMENT AND  
RESTRICTIVE COVENANTS FOR ROLLING HILLS SUBDIVISION - PHASE I**

This ROAD EASEMENT AND MAINTENANCE AGREEMENT AND RESTRICTIVE COVENANTS FOR ROLLING HILLS SUBDIVISION - PHASE I is made this 24 day of September, 1999, by the undersigned TOMMY ROGERS, WAYNE ROGERS and W.F. WILLIAMS (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 1st section of Fannin County, Georgia and being part of Land Lot No. 28 of Fannin County, Georgia, and being described as Lots 1-7 of Rolling Hills Subdivision as shown on plat of survey prepared by Robert J. Breedlove, G.R.L.S. No. 2228, dated February 15, 1996, and recorded on plat recorded in Plat Hanger A-315, Page 6, Fannin County records, said recorded survey being hereby made a part of the above described property.

Said property is conveyed subject to all easements, restrictions, and rights of ways as set forth on said recorded 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 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.

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 and recreational vehicles may not be occupied for greater than a two week period.

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2. All owners of lots shall have access to the waters of the lake for the purpose of fishing and non-motorized vessels. This access shall be from the road system adjacent to the lake only. Lake front owners shall be allowed to place a dock in the waters of said lake.
3. 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.
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. 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 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.
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 buildings or structures built with sides shall be sided with wood, in order to better blend in with surrounding buildings.
15. 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, Declarant reserves the unconditional right to alter the size or configuration, subdivide, or create new parcels, and/or 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.
16. Declarant 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, but not required to be, within an area adjacent to the road system shown on the aforementioned plat.

### ROAD MAINTENANCE AND LAKE SYSTEM ASSESSMENTS

Personal Obligation of Assessments: Claim of Lien: All purchasers of Lots within Rolling Hills Subdivision – Phase I, 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 Rolling Hills Phase I; and (2) special assessments for emergency repairs to said roads within Rolling Hills Phase I, these assessments to be established by:

1. For annual assessments for regular road and lake system maintenance: The Owners (by a majority vote) shall prorate an estimated budget (to begin at \$150.00 per year in 1999 and to be prorated for the remainder of 1999 at the closing of the initial sale of the lots) for said maintenance among all owners of lots in Rolling Hills Phase I (one share per lot owned). Each lot's owner(s) shall then be responsible for this prorated amount, to 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 or lake system 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 Rolling Hills Phase I. 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 Rolling Hills; 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

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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 Rolling Hills has occurred and Declarant has filed a written EXTINGUISHMENT OF EASEMENT document with the Clerk of Superior Court, Fannin County.

**ROAD EASEMENT FOR ROLLING HILLS - PHASE I**

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 Rolling Hills. 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 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.

**EASEMENT FOR WATER SYSTEM**

Declarant hereby reserves an easement to the well and water system serving said property, and has granted to Byers Well Drilling the sole and exclusive right to operate said system. Buyers Well Drilling shall repair, maintain and replace said system as needed to provide water service to all lot owners. Said water-servicing company shall make individual arrangements with lot owners to provide water service to those lots.

Should Byers Well Drilling choose to not continue servicing the water system or fail to do so, the Lot Owners, by a majority vote of all lots, may choose a different water service provider.

The water servicing company shall be responsible for their own negligence and repairing any damages caused by their operation or activities.

**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. 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.

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

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Signed, sealed and delivered in  
the presence of:

*[Signature]*  
Witness

*Tommy Rogers*  
DECLARANT - TOMMY ROGERS

*Wayne Rogers*  
DECLARANT - WAYNE ROGERS

*W.F. Williams*  
DECLARANT - W.F. WILLIAMS

*Teresa M. Harris* (SEAL)  
Notary Public  
My Commission Expires:

My Commission Expires Oct. 18, 2002

