

After recording return to:
 John F. Schindelar, Attorney
 P.O. Box 67
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Town of Laurin, Georgia
 Clerk's Office Superior Court
 File for Record 11-18
 2003 at 9-18 P.M.
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 in Book No. 296 Page 128
 Clerk Div. Clerk 128

STATE OF GEORGIA
 COUNTY OF TOWNS

**DECLARATION OF RESERVATIONS, COVENANTS AND RESTRICTIONS
 FOR RUBY RIDGE PROPERTIES, INC.**

KNOW ALL MEN BY THESE PRESENTS, Ruby Ridge Properties, Inc., (hereinafter referred to as Developer), being the owner of all that tract of land lying and being in the 17th District, 1st Section, Land Lot 101 of Towns County, Georgia, and being more particularly described as Lots 5, 4, 3, 6, 7, 8, 9, 10, and 11 as shown on a plat of survey for Ruby Ridge Properties, Inc. by Land Tech Services, Inc., James L. Alexander, RLS 2653, dated 10/18/03, and revised 11/03/03 and revised 11/11/03 and recorded in Plat Book 30 Page 270 of the Towns County Records. Said plat being incorporated herein by reference; together with the rights of way and easements for ingress and egress to and from the afore described lots, and for the installation, maintenance and service of utilities, does hereby impose upon said lots certain reservations and restrictive covenants as herein stated:

1. No lot shall be further subdivided, except to add a portion or portions thereof to an adjoining lot and without creating a new lot for residential building purposes. Any such recombined lot shall be considered as one lot subject to the terms and conditions of this Declaration.
2. All lots shall be used for single family residential purposes only. Only one such residence shall be erected on any one lot, provided however, that the owner of any lot may erect a garage or outbuilding for use in conjunction with such a residence. Any detached garage or outbuilding shall be built of materials and be finished on the exterior so as to match the construction of the residence upon the lot. No such single family residence shall be constructed so as to contain less than a total of 1200 sq. feet of heated living space on the main floor, exclusive of any carport, garage, basement, cellar, deck, patio, and screened or open porch.
3. No mobile homes (single or double wide), modular homes, metal buildings nor metal sheds shall be placed permanently or temporarily upon any lot or upon any subdivision road. It is the express intention hereof that all residences within the subdivision shall be built on site. Nothing contained herein shall preclude the use of pre-manufactured structural systems such as roof trusses, joist systems, or log home packages, which are specifically designed as separate parts or components to be shipped to the construction site for use as part of the onsite construction.
4. All exterior wood surfaces of any building shall either be painted or stained or treated for weathering where a natural weathering appearance is desired. Nothing contained herein shall prohibit the use of vinyl or other synthetic siding. All exterior concrete, cement or cinder block surfaces shall be painted or finished in wood, brick, stone or stucco. No chain link fences shall be erected or stored upon any lot.
5. All utility lines, including electrical, telephone, gas, water, cable, tv and any other utility wire or pipe shall be installed and maintained underground. Any and all fuel tanks shall be either buried underground or within a fence or other structure so as not to be visible from any subdivision road.
6. No outbuilding, garage, shed, tent, travel trailer or temporary building of any kind 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 or other facility during the actual period of construction of any residential structure upon the property. provided, in such event, adequate sanitary toilet facilities shall be provided during such construction. Once construction of any building is begun, work thereon must proceed.

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diligently and the execution thereof shall be completed within nine months after construction commences except where fire or other natural casualty makes completion impossible within said nine month period. All building debris shall be cleaned up and removed from any lot and all removal of excess dirt, leveling and terracing or other finish grading work shall be completed within 60 days of the completion of the residential building.

7. No buildings nor structures shall be erected or placed upon any of the subject lots within 20 feet from the front subdivision road right of way, nor within 25 feet from the rear property line of any lot and 10 feet from the sidelines of said lots.
8. No animals, birds, livestock, poultry or other fowl of any kind shall be raised, kept or bred upon any lot, except for ordinary household pets which may be kept thereon in reasonable numbers as pets for the pleasure and use of the occupants but not for any commercial use or purpose.
9. No business or commercial activity which solicits the presence of the general public for the purpose of purchasing goods or services shall be conducted on or from any lot. Provided, however, nothing contained herein shall prohibit the Developer, its agents, 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, exhibiting the same, or inviting prospective purchasers to the same for the purpose of making such sales; 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 lot. Nothing contained herein shall prohibit any lot owner from renting out a home constructed upon a lot, for residential or vacation purposes.
10. No wrecked or un-licensed (untagged) motor vehicle, un-licensed utility trailer, un-licensed camper trailer or recreational vehicle nor any junk, nor household appliances shall be kept or stored in plain view on any lot, except that such may be kept or stored enclosed in a building so as not to be subject to view by other lot owners or from the subdivision roads. Further, no trash, garbage, or rubbish or other wastes shall be kept upon any lot except in closed, sanitary containers.
11. The Developer reserves unto itself, its successors and assigns, a perpetual alienable and nonexclusive right of way over and across all subdivision road rights of way for the purpose of ingress, egress and regress and also reserves an easement for the purpose of constructing, erecting, maintaining and using electric, telephone, cable tv, water, gas, or other utility lines; for the benefit of each respective lot within Ruby Ridge Properties, Inc. Said easement and right of way is for the benefit, use and enjoyment of the Developer and its successors and assigns and every conveyance of lands herein restricted shall be deemed subject to said easement while conveying to the grantee under said conveyance a similar right appurtenant to their land, to the benefit, use and enjoyment of said easement and the right of way in common with the Developer and other lot owners who have similar rights appurtenant to their lands. Further, each lot owner shall allow such other easements and rights of way as may be reasonably necessary to provide utility services to other lot owners, and for the maintenance thereof. Any and all claims for damages arising out of the construction, maintenance and repair of utility service lines or on account of temporary or other inconveniences caused thereby, against the Developer or any of its agents or employees are hereby specifically waived by the lot owners.
12. Developer hereby reserves the right, without the obligation, to dedicate the subdivision road rights of way to an appropriate governmental agency.
13. Each lot owner shall own title to that property which lies between such lot and the centerline of any subdivision road right of way bordering such lot, subject to the reservations and conditions set forth in this Declaration and subject to the rights of all other lot owners in and to the lawful use of such rights of way. Nothing contained herein shall be deemed to impose any affirmative obligation upon Developer for the further upkeep and maintenance of the subdivision roads.
14. No subdivision road nor waterline shall be extended through any subdivision lot to serve

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property beyond the bounds of Ruby Ridge Properties, Inc. without the prior written consent of Developer.

- 15. The covenants, restrictions, easements, reservations, terms and conditions contained in this Declaration shall run with the land and shall be binding upon all lot owners and their heirs, successors and assigns provided, however, the Developer retains the absolute right to amend this Declaration, as it may deem necessary, during a period of one year from the date of the recording hereof upon the records of the Clerk of Towns County Superior Court, and all such amendments shall not abrogate the easement rights of the lot owners as otherwise set forth herein, nor shall any such amendment cause, or be deemed to cause, a prior or continuing and lawful use of the subject property to be in violation of any such amendment.
- 16. Enforcement of these covenants, restrictions, easements, reservations, terms and conditions may be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages, or both. Either the Developer or any successor in title to the undersigned Developer, or any portion of the property affected hereby may institute such proceedings. Invalidity of any one of the provisions of this instrument by a judgment or order of a court of competent jurisdiction shall in no wise affect the validity of any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, Developer has caused this Declaration to be signed in his name, this 17 day of November, 2003.

Signed, sealed and delivered in the presence of:

Chuck Albury
Witness

RUBY RIDGE PROPERTIES, INC.
BY Russell A. McClure, Pres. (SEAL)
RUSSELL A. MCCLURE, PRESIDENT

ATTEST Robert L. McClure, Secretary (SEAL)
ROBERT L. MCCLURE, SECRETARY

