

DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS MADE APPLICABLE TO CERTAIN
LOTS OWNED BY EDWIN L. WEST
IN HIDDEN ACRES SUBDIVISION

THIS DECLARATION, made this 20th day of January, 1982, by
Edwin L. West (hereinafter called "Developer").

Statement of Background

Developer is the owner of certain real estate, upon which Developer desires to create residential community with single family dwellings, together with certain amenities for the benefit of the residents of said community, and further desires: (1) to ensure the best use and the most appropriate development and improvement of each of the lots which are subjected to this Declaration by Article I, Section 1 hereof; (2) to protect the owners of said lots against such improper use of or building on said lots; (3) to preserve, as far as practicable, the natural beauty and to ensure the best development of said lots as well as any other real estate which may be used or enjoyed by the residents of said lots; (4) in general, to ensure that improvements on said lots will be of high type and quality; and, (5) by establishing and providing for the enforcement of this Declaration, to enhance the value of investments made by purchasers of said lots.

To this end, the Developer desires to subject the lots located in Land Lot 117 of the 2nd District of Rabun County, Georgia and shown on plat of survey prepared by Warren Kelley dated December 28, 1981, revised January 15, 1982 and recorded in Plat Book 18, Page 57, Records of Clerk Superior Court of Rabun County, Georgia be made fully subject to this Declaration, to the covenants, restrictions, easements and agreements, hereinafter set forth, each of which is for the protection and benefit of said lots and for the benefit of all subsequent owners of said lots, and each of which shall insure to the benefit of and run with each of said lots.

Provisions of this Declaration

NOW, THEREFORE, Developer hereby declares that the lots above described are hereby subjected to this Declaration and shall be held, transferred, sold, conveyed, used, occupied and

mortgaged or otherwise encumbered subject to this Declaration and to the covenants, restrictions, easements, agreements (sometimes referred to as the "covenants and restrictions") hereinafter set forth. Every grantee of any interest in any property now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance of such interest, whether or not it shall be so expressed in any such deed or other conveyance, whether or not such deed or other conveyance shall be signed by such person and whether or not such person shall otherwise consent in writing, shall take subject to this Declaration and to the terms and conditions hereof and shall be deemed to have assented to said terms and conditions.

ARTICLE I

Section 1. Property Hereby Subjected to this Declaration.

(a) The lots which are by the recording of this Declaration, subjected to the covenants, restrictions, easements, agreements, hereafter set forth and which, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to this Declaration, are shown on plat of survey prepared by Warren Kelley dated December 28, 1981, revised January 15, 1982, recorded in Plat Book 18, Page 57, Records of Clerk Superior Court of Rabun County.

Section 2. Additions.

Developer shall have the right but not the obligation to subject to the plan of this Declaration, all or any part of the real estate described in Warranty Deed recorded in Deed Book B-8, Page 437, Records of Clerk Superior Court of Rabun County, Georgia not already subjected to these Declarations. This right shall be exercisable from time to time by Developer filing for record a supplemental declaration. Upon filing such supplemental declaration the owners of such additional property their heirs, successors and assigns shall become members of the association hereinafter established.

Only the lots specified in Article I, Section 1 (a) hereof, are hereby made subject to the assessments, charges and liens for annual or special assessments, and interest, heretofore created, and no other property shall be subject to payment of the assessments, charges and interest for annual or special assessments heretofore created. Lots owned by developer shall be exempt from all Subdivision and Association assessments and charges until and through December 31, 1983.

ARTICLE II

Section 1. House Requirements and Lot Use Restrictions.

No building shall be located closer than forty (40) feet to the street line and no closer than twenty (20) feet to the adjoining property line. No house or dwelling shall have less than 800 square feet floor space in heated living area.

Section 2. General Requirements.

- (a) Before any house may be occupied it must be completely finished on the exterior. All utilities serving subject property shall be run underground.
- (b) A container for garbage or other refuse shall be underground or in framed sanitary enclosures shielded from view and shall be maintained under sanitary conditions.
- (c) No house trailer or mobile home shall be permitted on any lot.
- (d) The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkept conditions, shall not be pursued or undertaken in the front yard of any lot, or in any driveway, garage, carport or other place where such condition is visible from any street.
- (e) No lumber, brick, stone, cinder block, concrete or any other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any lot except for purposes of construction on such lot and shall not be stored on such lot for longer than that length of time reasonably necessary from the construction in which same is to be used.

(f) No exposed above-ground tanks will be permitted for the storage of fuel or water or any other substance.

(g) Noxious or offensive activities shall be carried on upon any lot.

(h) No house or other structure shall be used for office or business purposes except that private offices may be maintained and used so long as such use is incidental to the primary residential use of such house.

(i) Residents shall refrain from any act or use of the property which could reasonably cause embarrassment, discomfort or annoyance to owners and residents of other property made subject to this Declaration.

(j) The exterior of all buildings and structures shall be of wooden paneling, brick, stucco, and or rock. Concrete block shall not be exposed to view.

(k) No lot shall be further subdivided into lots less than one acre in area.

ARTICLE III

Section 1. Administration.

Administration of the subdivision water system, and street and road system so long as they remain private streets and roads shall be the responsibility of the Association and shall be governed by the following provisions:

(a) The Association shall be organized as an unincorporated association under the name Hidden Acres Property Owners Association.

(b) Duties of the Association shall be to operate the subdivision water system, maintain the subdivision streets and roads, enforce the subdivision restrictions and collect the cost of carrying out those functions from the lot owners in Hidden Acres Subdivision.

Section 2. Membership in the Association.

The following persons, by virtue of owning property subject to this Declaration, shall be members of the Association: every person who is a record owner of a fee simple estate, a life estate, an estate pur autre vie, or a fee upon condition, in any lot, whether developed

or undeveloped, which is subject by this Declaration to assessment by the Association; and every person who is the record owner of an equity redemption in any such lot which, if such person were entitled to a reconveyance from the holder or holders of a deed to secure debt on such lot, would entitle such person to become the record owner of an estate in such lot of the character mentioned. Notwithstanding the foregoing, any person who holds any such interest in any such lot merely as security for the performance of an obligation shall not be a member.

Section 3. Voting Rights.

Each lot shall be entitled to cast one vote irrespective of the number of persons owning such lot.

ARTICLE IV

Section 1. Assessments.

Costs of operating Hidden Acres water system, maintaining Hidden Acres streets and roads and all other Association functions shall be borne equally by each lot in Hidden Acres and such lots as may be added to Hidden Acres by Developer as hereinabove provided.

Section 2. Water Tap-On Fee.

Developer shall have the right to collect a onetime tap on charge of \$500.00 from each lot upon that lot tapping on to the Hidden Acres water system.

ARTICLE V

Section 1. Duration.

The covenants and restrictions of this Declaration shall run with and bind the land, shall be and remain in effect, and shall inure to the benefit of and be enforceable by the Association or the owner of any property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date of this Declaration is recorded. Said covenants and restrictions shall be renewed and extended beyond said twenty-year term for successive periods of ten (10) years each unless an agreement for termination or modification is signed by two-thirds of the subdivision property owners and is recorded in the Office of the Clerk of the Superior Court of Rabun County, Georgia; provided, however, that each such agreement shall

specify which such covenants and restrictions are terminated or or modified. No such agreement to terminate or modify said covenants and restrictions shall be effective unless filed for record at least ninety (90) days prior to the date of a renewal and extension. Every purchaser or grantee of any interest in any property now or hereafter made subject to this Declaration by acceptance of a deed or other conveyance thereof, thereby agrees that the covenants and restrictions of this Declaration may be extended as provided above.

Section 2. Enforcement.

Enforcement of the covenants and restrictions contained herein and of any other provision hereof shall be by any appropriate proceeding at law or in equity against any person or persons violating or attempting to violate said covenants and restrictions or provision, either to restrain violation, to enforce personal liability, or to recover damages, or by any appropriate proceedings at law or in equity against the land to enforce any lien or charge arising by virtue thereof. The failure of Developer, the Association or any lot owner to enforce any of said covenants and restrictions or other provision shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability.

Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if any provision of this Declaration or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

Section 4. Captions.

The captions of each Section hereof as to the contents of each

Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular sections to which they refer.

IN WITNESS WHEREOF, Developer has executed this Declaration the day and year first written above.

Signed, sealed and delivered in the presence of:

Witness *Jorge Wilson*

Edwin L. West
Edwin L. West

William Howard
Notary Public

(NOTARY SEAL)

Notary Public, Georgia, State at Large
My Commission Expires May 10, 1982

RECORDED THIS THE 28TH DAY OF JANUARY, 1982

Re. Paul

CLERK S C