

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS MADE APPLICABLE TO CERTAIN
LOTS OWNED BY KATE WORLEY, JAMES C. WALLACE, SR.
AND JAMES C. WALLACE, JR. AS DESCRIBED IN
EXHIBIT A, HERETO ATTACHED**

DEER HAVEN

The following is a declaration of restrictions being made as a covenant in each property owner's deed for the protection of each owner and to insure the quiet enjoyment and ecological beauty of Deer Haven, and said restrictions are covenants running with the land.

Article I

Every grantee of an interest in any property covered by these restrictions shall be deemed to have assented to said terms and conditions, having been provided a copy of said document.

Article II

Deer Haven Property Owner's Association, Inc.

1. Every person who is a record owner of any property covered by these covenants shall automatically be a member of the Deer Haven Property Owners Association, Inc., (hereinafter referred to as "Deer Haven").
2. The Association may be formed at any time. A charter will be obtained, and Association By-laws will be prepared.
3. A member may be suspended by the Board of Directors at their discretion. Such suspension will not affect the member's obligation to pay assessments due during the suspension or relieve the member of a lien on the property. Only those members in good standing will have voting rights.
4. The charter and by-laws shall specify the make-up and election of the board of directors, meeting times, notification procedures, quorum requirements and voting rights.
5. The Association shall govern itself in accordance with its by-laws and The General Statutes of the State of Georgia.

Article III

Assessments

An annual assessment in the amount of \$100.00 per lot will be due from each Deer Haven owner whether property is improved or un-improved. This amount will be due effective for the year beginning 5-1-99 and shall be payable on May 1st of each year unless and until the amount is

changed by the Board of Directors. These funds will be used by Deer Haven to maintain the roadways. The Developers shall collect such assessments until formation of the property owner's association and be exempt from payment on unsold lots.

Water Assessment: Each lot owners shall will be responsible for providing their own water.

Special Assessments: When authorized by Deer Haven Property Owners Association, an assessment may be levied on all lot owners for special needs.

Delinquencies: Any assessment not paid by the thirtieth day after the due date shall become delinquent and shall bear interest at the rate of 18% per annum (1.5% per month) from said due date and shall constitute a lien on said property until paid.

Article IV

House Requirements and Lot Use Restrictions

1. The appearance of each lot, whether occupied, vacant or unimproved, shall be kept in a neat and attractive condition, both during and after construction. In cases where the owner fails to provide such maintenance, Deer Haven may provide the necessary clean-up and the owner will be billed for the costs involved.
2. No lot shall be sub-divided. Each lot shall consist of three (3) acres or more.
3. No house trailer, mobile home, modular home, motor home, or building for storage of same.
4. No house shall be located closer than twenty (20) feet to the street line or closer than 10 feet to adjoining property line. No house shall have less than 1200 square feet of floor space in heated living area.
5. Set back line from Long Laurel Ridge Drive shall be thirty (30) feet.
6. House and Lot Use Restrictions
 - a. House must be completed within 1 year once construction has begun.
 - b. Before any house may be occupied, it must be completely finished on the exterior, and the yard, visible from the street, must be free of debris and have suitable ground cover.

- c. All power lines to be located underground.
- d. Garbage containers shall be underground or in screened enclosures.
- e. Outside clothes lines will not be permitted.
- f. Only signs provided by Realtors, or "For Sale by Owner" signs will be allowed on any lot, with the exception of a sign identifying or naming the owner's property.
- g. No activities that are unsightly or disturbing to other owners will be permitted.
- h. No above-ground storage tanks will be permitted, unless enclosed with attractive fencing or shrubbery.
- i. Invisible fencing or other enclosures are recommended and no more than two (2) domestic pets will be allowed on any property without written approval from Deer Haven. No dogs will be allowed to roam the neighborhood and plunder yards and gardens of other owners and must be contained by property owner.
- j. Residents shall refrain from any act or use of the property which could reasonably cause embarrassment, discomfort or annoyance, or be a nuisance to other owners.
- k. All roads will be considered greenbelts, and each owner will provide adequate parking on his lot in order to prevent parking on the common roadways.
- l. No property will be rented on a regular or time-share basis.
- m. No hunting, target shooting or discharging of firearms or fireworks shall be allowed at any time on the property.
- n. No commercial activity is permitted on any property.

Article V

Duration

These covenants will run with and bind the land, regardless of owner and shall remain and be in effect for a term of twenty (20) years from the date this declaration is recorded in the Office of the Clerk of the Superior Court of Rabun County, Georgia. Said covenants may be modified and extended beyond said twenty-year term if the agreement to modify and extend is signed by two-thirds of the subdivision property owners and is properly recorded. If no such action is taken, the covenants will automatically renew for successive periods of ten (10) years each.

Enforcement

Enforcements of these covenants may be by Deer Haven Property Owner's Association, Inc. or any lot owner. To remedy a violation, any appropriate proceeding at law or in equity against the person so violating these covenants shall be used to, recover damages, obtain an injunction, establish a lien or such other remedy available.

IN WITNESS WHEREOF, the property owners of Deer Haven have caused this declaration to be executed, this 15 day of April, 1999.

AS TO: Kate Worley,
James C. Wallace, Sr.
and James C. Wallace, Jr.

Kate Worley
Kate Worley

K.S.
James C. Wallace, Sr.

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James C. Wallace, Jr.