

DECLARATION OF COVENANTS  
FOR  
HICKORY NUT MOUNTAIN ESTATES

Now comes R. WAYNE HARRIS, as the Declarant and as the owner of the property known as Hickory Nut Mountain Estates and files this Declaration of Restrictive Covenants upon said property and does, by virtue of this Declaration and the recording of the same, impose upon said property each and every restriction and covenant herein set forth, as follows.

- 1 -

PROPERTY COVERED

This Declaration of Restrictive Covenants shall be applicable upon the property known as Hickory Nut Mountain Estates lying and being in Land Lot 163 of the Thirteenth Land District of Rabun and Habersham Counties and being more fully described on "Exhibit A" attached hereto and incorporated herein by reference.

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PURPOSE

The purpose of these restrictions is to enhance and protect the beneficial use of said property for its intended purpose as residential and vacation homesites. These restrictive

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covenants are made for the further purpose of preventing and prohibiting uses of said property which would interfere with legitimate residential purposes.

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SUBDIVISION OF TRACTS

No lot or tract shall be subdivided or redivided or conveyed except by its entirety, and no lot or tract shall be reduced to a size less than its size at the time of the conveyance from the Declarant.

- 4 -

FARM ANIMALS

No farm animal, including but not limited to cows, horses, pigs, sheep or poultry shall be kept upon the property.

- 5 -

STRUCTURES

No structure shall be permitted upon any lot or tract except single-family residential buildings and such accessory buildings as are reasonably necessary or useful to the enjoyment of a residence, such as small utility buildings and garages. The principal residence upon any tract shall have not less than nine hundred (900) square feet of enclosed and heated floor area. The exterior walls of the principal residence and any other accessory building shall be of wood or natural stone. No building or structure shall be erected or placed upon any tract with an incomplete exterior except during the construction process and in no event shall any building be erected upon said property with an exterior wall of metal, exposed concrete block, paper, Masonite

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brick or artificial siding. The roof of any structure or residence shall be covered with wood shingles or shakes, asbestos shingles or painted tin.

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SETBACK AND EASEMENT

There is specifically reserved upon each and every parcel effected by this Declaration an easement for utility purposes, including electric and telephone utility lines, either above ground or below ground and including an easement for water and sewage systems to serve said properties and adjacent properties. No building or structure shall be erected or placed upon said tracts nearer than fifteen (15) feet from any property line not on a roadway or nearer than twenty (20) feet from a property line adjacent to any roadway.

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RESERVATION OF RIGHTS

The undersigned Declarant expressly reserves to himself the right to waive or release any lot or tract from these restrictive covenants when, due to the topography or shape of any such lot, the setback lines or related covenants would work an undue hardship on the lot owner; provided, however, that nothing herein shall be construed so as to allow a change of the use of said property from single-family residential to any other purpose.

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MOBILE HOMES

There shall be no mobile homes, modular homes, motor

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homes, travel trailers or recreational vehicles upon said property.

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OFFENSIVE ACTIVITIES

There shall be no commercial activities conducted upon any of said property and there shall be no noxious or offensive activities conducted upon any of said properties nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. A reasonable number of household pets upon said property shall be completely controlled at all times. Such properties shall be kept in a neat and tidy condition and refuse, waste, garbage, junk, inoperative automobiles and other objects of a similar nature shall not be kept upon said property.

- 10 -

SANITARY SYSTEMS

Prior to the occupancy of any structure upon said property, the lot or tract owner shall install an inside sanitary system connected to a septic tank or other waste disposal system in conformity with the rules and regulations of the Habersham and Rabun County Board of Health and the Georgia Department of Human Resources. No latrines, privies or cesspools shall be permitted to exist in any exposed condition upon any of said property, and no waste shall be discharged on the ground surface or to any waterway or ditch upon said properties.

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SIGNS

No placards, billboards, signs or advertising of any nature, other than as relates to the sale or lease of such property, shall be placed or maintained on any of said properties. Any signs relating to the sale or leasing of any properties shall be of a reasonable size and shall be tasteful and in keeping with the general appearance of the properties effected by and covered by these restrictions and covenants.

- 12 -

ECOLOGICAL PROTECTION

No large trees measuring six (6) inches or more in diameter at ground level may be removed without the prior approval of the Declarant unless (a) located within ten (10) feet of the main residence or accessory buildings, (b) located within ten (10) feet of the approved site for such structures or (c) removal is necessary for the lot to have a 180° view.

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DURATION OF RESTRICTIONS

These restrictive covenants shall be of full force and effect for a period of twenty (20) years from the date upon which

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the same are signed, and shall thereafter be automatically extended for successive periods of ten (10) years, unless the same are terminated by a vote of all of the then owners of the lots. These restrictive covenants are established and made for the benefit of persons owning said properties and such persons are hereby designated as the beneficiaries of these restrictions, and any owner of said property is hereby granted the right, insofar as the Declarant may grant such right, to bring any proceeding at law or in equity to enforce the provisions hereof.

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WATER SYSTEM

The Declarant hereby contracts and agrees to install a water system adequate to serve a single-family residence located upon any lot in the subdivision. The water system shall include a supply line to be extended to the property line of the lot lying adjacent to any roads serving the subdivision. Installation of the water system to serve a lot shall be completed within six (6) months from the date of the sale of a lot.

At the time of connection to or "tapping-on" to the water system, the lot owner shall pay a one-time tap-on fee of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00). Installation, maintenance and repair of waterlines, valves and equipment located on a lot or extending from a common supply line to a lot shall be the responsibility of the lot owner. The Declarant reserves the right to charge each lot owner a monthly fee for water service. The monthly service fee shall be set by the

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Declarant, but shall not exceed the highest rate for a single-family residence charged by any municipality located within forty (40) miles of the property.

The Declarant reserves the right to transfer and convey the water systems and all equipment, tanks, lines, pumps, valves and electrical equipment connected thereto to any third party or municipal or county government. Should the water system be conveyed by the Declarant, then the subsequent owner shall bear the responsibility of maintenance and repair of the system and the subsequent owner shall be entitled to collect all fees to be paid by lot owners in accordance with these provisions.

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ROAD MAINTENANCE

All roads in the subdivision shall be maintained by the Declarant. The Declarant shall have the right to assess each lot owner with a road maintenance fee of up to TSN AND NO/100 DOLLARS (\$10.00) per month. All maintenance fees shall be assessed and due on May 1 of each year beginning with the year 1986.

The Declarant reserves the right to deed title to all subdivision roads or any interest therein to any municipal or county government agreeing to maintain the subdivision roads. Should the Declarant transfer title of subdivision roads to a municipal or county government, then Declarant shall no longer be responsible for maintenance of the subdivision roads.

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APPLICATION TO LANDS

These restrictive covenants shall apply only to the lands shown on Exhibit "A" attached hereto. These restrictions shall not apply to lands of the Declarant contiguous to the lands shown on Exhibit "A" and shall not attach to other lands of the Declarant by implication.

IN WITNESS WHEREOF, the undersigned, R. WAYNE HARRIS, has hereunto set his hand and affixed his seal on this 23rd day of July, 1985.

Signed, sealed and delivered

R. Wayne Harris (L.S.)  
R. WAYNE HARRIS, Declarant

in the presence of:

Marcia L. Keener  
Witness

Albert O. English  
Notary Public

My Commission Expires:

3-14-88

(NOTARY SEAL)

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EXHIBIT A

(LEGAL DESCRIPTION OF PROPERTY)

All that tract or parcel of land lying and being in Land Lot 163 of the 13th Land District of Rabun County and Habersham County and consisting of the following designated lots in Hickory Nut Mountain Estates being particularly described by the plats of survey listed below:

| <u>Lots</u>                            | <u>Date of Survey</u> | <u>Plat Book and Page</u>                           |
|--|-----------------------|---|
| 41-50 inclusive and<br>56-59 inclusive | 6-20-85               | Plat Book 22,<br>page 190                           |
| 15 and 68                              | 6-18-85               | Plat Book 22,<br>page 189                           |
| 39, 40, 53, 54 and 55                  | 6-20-85               | Plat Book <del>22</del> <sup>21</sup> ,<br>page 123 |
| 60-67 inclusive                        |                       | Plat Book 21,<br>page 141                           |

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RECORDED THIS THE 3rd DAY OF SEPTEMBER 1985,



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