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BOOK PAGE RECORDED
W. NATIONS JR.

DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS

THIS DECLARATION is made on the date hereinafter set forth by S. A. TAYLOR and CHRISTINE TAYLOR, hereinafter referred to as "Declarants".

W I T N E S S E T H:

WHEREAS, Declarants are the owners of certain property in the County of Habersham, State of Georgia, which is more particularly described as follows:

All that tract or parcel of land lying and being in Land Lots 177 and 178 of the 3rd Land District of Habersham County, Georgia, being known and designated as Lots 1-40 of Block B of Hidden Valley Estates, all as more fully shown by plat of survey dated July 28, 1985, recorded in Plat Book 22, Page 119, in the office of the Clerk of Superior Court of Habersham County, Georgia, said plat being referred to and incorporated herein for a more complete description.

NOW, THEREFORE, Declarants hereby declare that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

1.01 "Association" shall mean and refer to Hidden Valley Estates Property Owners' Association, its successors, and assigns.

1.02 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

1.03 "Properties" shall mean and refer to that certain real property hereinabove described, and such additions

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thereto as may hereafter be brought within the jurisdiction of the Association.

1.04 "Common Areas" shall mean all real property owned by the Association for the common use and enjoyment of the owners.

1.05 "Lot" shall mean and refer to any plot of land or parcel shown on any recorded subdivision map of the properties.

1.06 "Declarants" shall mean and refer to S. A. TAYLOR and CHRISTINE TAYLOR, their successors and assigns.

ARTICLE II

PROPERTY RIGHTS

Owner's Easement of Enjoyment

2.01 Every Owner shall have a right and easement of enjoyment in and to the Common Areas and right of passage across the Roads which rights shall be appurtenant to and shall pass with title to every lot subject to the following provisions: The right of the Association to dedicate or transfer all or any part of the Common Area or Roads to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the Owners agreeing to such dedication or transfer has been recorded.

Delegation of Use

2.02 Any owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities and rights of ingress and egress across the Roads to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

3.01 The Association shall allow voting privileges for one vote for each lot owned, Declarant included. When more than one person holds an interest in any lot, the vote of

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such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

3.02 The members of the Association shall create and maintain a Board of Directors to govern its affairs, the number, term, and composition of which shall be determined from time to time by the majority of the members.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Creation of the Lien and Personal Obligations of Assessments

4.01 Each Owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (1) Annual assessments or charges, and
- (2) Special assessments for capital improvements, or repair, such assessments to be established and collected as hereinafter provided. Declarant herein is expressly not included for payment of any annual or special assessment. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, 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 the delinquent assessment shall not pass to his successors in title unless expressly assumed by them.

Purpose of Assessments

4.02 The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Properties and for the improvement and maintenance of the Common Area, and to the homes situated on the Properties.

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4.03 As no water system is to be shared among the subject properties, this agreement shall specifically cover, without limitation as to other purposes, the upkeep and maintenance of the roads serving said property. Declarant agrees and conveys the respective parcels of Block B and each purchaser accepts on such terms as follows:

(a) The annual assessment fee per lot shall be One Hundred Dollars (\$100.00) per year, SUBJECT, HOWEVER, to the provision that this assessment shall not be effect unless such lots have access by construction and placement of a physically existing driveway to the gravel drive known as White Pine Circle.

(b) Both annual and special assessments must be fixed at a uniform rate for all lots and must be collected on a yearly basis on January 1 of each year.

(c) The Property Owner's Association shall be empowered and authorized to adopt such rules and regulations as it may deem proper by a majority vote of the Owners as to the maintenance and upkeep of the gravel road. The Property Owner's accept to be a part of the rules and regulations, that timely payment is required for the use of the gravel road. A user, by nonpayment or violation of the rules and regulations specifically forfeits his or her right to use the gravel road.

(d) Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. It being to the mutual advantage of Declarants herein and any subsequent owners or purchaser of any of the above described property to further allow and authorize collection of said amounts, Declarants and subsequent owners hereby authorize and agree that a lien shall be placed among the deed records of Habersham County, Georgia, against the offending property or owners until said sum shall be paid in full. In addition, payments delinquent

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for more than sixty (60) days after the due date shall bear a late payment fee of Fifty Dollars (\$50.00).

ARTICLE V

RESTRICTIVE COVENANTS

5.01 No commercial business establishment of any nature is to be built, nor shall any commercial operation be conducted on any lot nor shall any commercial signs be erected or maintained on any lot.

5.02 Only one dwelling or residential structure can be erected per lot. Each dwelling or residential structure is hereby required to contain a minimum of eight hundred (800) completed square feet heated space, exclusive of carport and/or unfinished basement. The EXTERIOR of any dwelling or residential structure must be completed within one (1) year after the commencing of construction. There shall be no used building materials used for construction upon the subject property.

5.03 A minimum of ten (10) feet shall be maintained between any line of any lot and the location of any structure.

5.04 There shall not be maintained upon any lot any noxious or offensive activity, including, but not limited to, the keeping or maintaining of swine and/or poultry.

5.05 Owners shall provide space for parking at least two (2) automobiles off the road prior to occupancy of any dwelling on any of said lots.

5.06 The Owner shall provide receptacles for garbage in a screened area from the road or provide underground garbage receptacles.

5.07 Trailers, mobile homes, modular homes, or any similar units or structures shall not be allowed at any time upon the subject property. Travel trailers shall be permitted only to camp on the subject property for no more than seven (7) consecutive days and no more than fourteen (14) days per month.

5.08 No lot or tract shall be further subdivided without the written consent of Declarants.

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5.09 There shall be no motorcycles, motorbikes, 4 wheelers, 3 wheelers, dune buggies, go-carts, or any other type of motorized vehicle designed primarily for off-road use allowed on any portion of the subject property, except in storage.

5.10 There shall be no junk or inoperable automobiles kept on the subject property.

ARTICLE VI

GENERAL PROVISIONS

Enforcement

6.01 Any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Severability

6.02 Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Amendment

6.03 The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first (20) year period by an instrument signed by not less than seventy-five (75) percent of the Lot Owners, and thereafter by an instrument signed by not less than sixty (60) percent of the Lot Owners. Any amendment must be recorded.

Waiver

6.04 Owners, their heirs, executors, administrators, lessees, invitees, guests and assigns do waive on behalf of himself and these stated parties all rights, claims and

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causes of action which he and said parties may have for all claims for injuries, damages, or losses, whether known, unknown, foreseen, or unforeseen. This express waiver is to be effective for the benefit of Declarants and each Owner herein. Persons accepting Properties subject to this document understand and acknowledge the significance and consequence of this provision and specifically understand that all rights, claims, and causes of action INCLUDING NEGLIGENCE are included herein.

Annexation

6.05 Additional residential property and Common Area may be annexed to the Property describe herein and made subject to all terms and conditions of these Declarants by the dedication of Declarants.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto set their hands and seals this 9 day of March, 1992.

WITNESS:

[Signature]
Notary Public
My commission expires: _____

[Signature]
S. A. Taylor
[Signature]
Christine Taylor

(Notarial Seal affixed)

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