

19421 Liverpool Parkway
Cornelius, NC 28031

HABERSHAM COUNTY
CLERK OF COURT

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FIRST AMENDMENT
TO
Declaration of Covenants, Conditions, Restrictions
And Easements

River Rock Subdivision
(formerly Olde Rockhouse Mill Subdivision)

THIS FIRST AMENDMENT, is made on this the ___ day of February, 2014, by Waterfront Group Laceola, LLC, ("Declarant"), and is joined by Patriot Land Investments II, LLC, as the owner of Lot Four in such subdivision.

WHEREAS, By Declaration recorded n Book 919 at page 206-222 of the Habersham County Registry, Patriot Land Investments II, LLC imposed certain Covenants Conditions Restrictions and Easements on the real property described by reference to Plat 63 at 71, and;

WHEREAS, by deed dated November 13, 2013, Patriot Land Investments II, LLC conveyed all of its right title and interest in such development, including all Declarant Rights to Waterfront Group Laceola, LLC and excepting only Lot 4 thereof.

NOW THEREFORE, the undersigned, being the owners of all lots within the Subdivision hereby amend the aforesaid Declaration in the following particulars:

I.

In Article One, Section 1 the name of the Association is changed from "Olde Rockhouse Mill Property Owners Association, Inc. " to "River Rock Property Owners Association, Inc. "

II.

In Article One Section 9, the name of the Development is changed from "Olde Rockhouse Mill Subdivision" to "River Rock Subdivision".

III.

Article II Section 6 is amended by deleting such section in its entirety and substituting the following in lieu thereof:

Building Requirements The heated living areas of the main structures, exclusive of open porches, garages, carports and breezeways shall not be less than 1400 square feet for a one level structure. For a structure with two levels, the minimum square footage for the ground level shall be not less than 1200 square feet.

IV.

Article III, Section 4 is amended by deleting such section and replacing it with the following in lieu thereof:

(4) The authority and responsibility of the Association shall be exercised by a Board appointed by the Declarant, so long as Declarant owns any lot. Thereafter Declarant shall promptly convey all common areas and Declarant Rights over to the Association, which shall be governed by a Board elected from among its members as set forth in the Bylaws of the Association. From that time the Association shall accede to every right reserved to the Developer or the Declarant under this Declaration.

IV

Article III Section 5(a) is amended by deleting such section and replacing it with the following in lieu thereof:

(5) Assessments/Dues

(a) Each lot owner, by accepting a deed conveying a lot within the subdivision from the Declarant thereby agrees to pay annual dues and assessments in the initial amount of \$500.00 per year for the maintenance and upkeep of the subdivision roads and common areas, and for other lawful and appropriate purposes, including insurance costs, management costs, or any other necessary or appropriate common expense. No assessments shall be issued against lots owned by the Declarant.

EXCEPT AS MODIFIED HEREIN, the referenced Declaration remains in full force and effect.

THIS the day and year first above written.

WATERFRONT GROUP LACEOLA, LLC

By: William N. Adkins
William N. Adkins, Manager

PATRIOTLAND INVESTMENTS II, LLC

By: Keith E. Halverson
Keith E. Halverson, Manager

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, Ann Marie Wilson a Notary Public of the County and State aforesaid, do hereby certify that William N. Adkins personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 21st day of February, 2014.

(OFFICIAL SEAL)



Ann Marie Wilson
Notary Public

My commission expires

STATE OF Georgia
COUNTY OF Gilmer

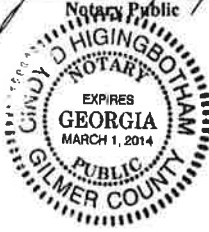
I, Cindy D. Higginbotham, Notary Public of the County and State aforesaid, do hereby certify that Keith E. Halverson personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 20th day of February, 2014.

(OFFICIAL SEAL)

Cindy D. Higginbotham
Notary Public

My commission expires: March 1, 2014



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David C. Wall

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
for
OLDE ROCKHOUSE MILL SUBDIVISION**

THIS DECLARATION OF COVENANTS, CONDITIONS and EASEMENTS (the
"Declaration"), made this 7th day of APRIL, 2010, by PATRIOT
LAND INVESTMENTS II, LLC, (hereinafter called "Developers").

WITNESSETH:

WHEREAS, the Developer is the owner of the real property recorded in Plat Book 63,
Page 71 (hereinafter the "property"); and being more particularly described in Exhibit "A" which
is attached hereto and made a part hereof by reference.

WHEREAS, Developer desires to provide for the preservation of the values and amenities
of the property and to assure the best use and most appropriate development and improvement of the
property; and

WHEREAS, to this end Developer desires to subject the Property to the covenants,
conditions, restrictions and easements hereinafter set forth (sometimes referred to herein collectively
as "Covenants and Restrictions"), each and all of which is and are for the benefit of the Property and
each owner thereof.

NOW THEREFORE, in consideration of said benefits to be derived by Developer and

subsequent owners of said lots, the undersigned does hereby establish, publish and declare that the Covenants and Restrictions hereinafter set forth shall apply to all of the above described lots, and only to such lots and to no other property of the Developer, except as hereinafter set forth, becoming effective immediately and running with the land, to be binding upon all persons claiming under the undersigned.

ARTICLE I

DEFINITIONS

1. Association shall mean and refer to Olde Rockhouse Mill Property Owners Association, Inc., a Georgia non-profit corporation to be formed by Developer, and/or their successors and assigns.
2. Builder shall mean any individual, corporation, partnership or other entity engaged principally in the business of constructing for sale to homeowners single family residential dwellings to whom the Developers sell or have sold one or more lots for the purpose of constructing thereon a dwelling unit in accordance with this Declaration.
3. Declaration means this Declaration of Covenants, Conditions, Restrictions and Easements, as the same may be amended, renewed or extended from time to time in the manner herein prescribed.
4. Developer means PATRIOT LAND INVESTMENTS II, LLC, or any successor in title to the said PATRIOT LAND INVESTMENTS II, LLC, to all or some portion of the property then subjected to this Declaration provided that in the instrument of conveyance to any such successor in title, such successor in title is expressly designated as the "Developer" hereunder by the grantor of such conveyance, which grantor shall be the "Developer" hereunder at the time of such conveyance.
5. Lot means any numbered plot of land comprising a single dwelling site designated

- on any plat of survey recorded in the office of the Clerk of Superior Court of Habersham County, Georgia, now or hereafter made subject to this Declaration.
6. Mortgage means chattel mortgage, bill of sale to secure debt, deed to secure debt, deed of trust and any and all other similar instruments given to secure the payment of any indebtedness.
 7. Owner means the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, specifically including, but not by way of limitation, contract sellers, and excluding, however, those persons who shall have such interest merely as security for the performance of any obligation.
 8. Person means an individual, corporation, partnership, trust or any other legal entity.
 9. OLDE ROCKHOUSE MILL means that certain residential community known as OLDE ROCKHOUSE MILL SUBDIVISION which is being developed on real property now owned by Developer in Habersham County, Georgia, together with such additions thereto as may from time to time be designated by Developer.

ARTICLE II

RESTRICTIONS AND COVENANTS

The following covenants, conditions, restrictions and easements are herewith imposed on the Property.

1. Residential Use of the Property. All Lots shall be used for residential purposes and no business or business activity shall be carried on upon any Lot at any time, except with the written approval of the Architectural Control Committee. However, nothing herein shall prevent Developer or any builder of homes in OLDE ROCKHOUSE MILL SUBDIVISION from using any Lot owned by Developer, or such builder of homes, for the purpose of carrying on business related to the development, improvements and sale of property in OLDE ROCKHOUSE MILL SUBDIVISION.

- on any plat of survey recorded in the office of the Clerk of Superior Court of Habersham County, Georgia, now or hereafter made subject to this Declaration.
6. Mortgage means chattel mortgage, bill of sale to secure debt, deed to secure debt, deed of trust and any and all other similar instruments given to secure the payment of any indebtedness.
 7. Owner means the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, specifically including, but not by way of limitation, contract sellers, and excluding, however, those persons who shall have such interest merely as security for the performance of any obligation.
 8. Person means an individual, corporation, partnership, trust or any other legal entity.
 9. OLDE ROCKHOUSE MILL means that certain residential community known as OLDE ROCKHOUSE MILL SUBDIVISION which is being developed on real property now owned by Developer in Habersham County, Georgia, together with such additions thereto as may from time to time be designated by Developer.

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Private offices may be maintained in dwellings located on any of the Lots so long as such use is incidental to the primary residential use of the dwelling.

2. Architectural Control Committee. The "Architectural Control Committee" shall mean as follows: Until all of the Lots in OLDE ROCKHOUSE MILL SUBDIVISION have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, the Architectural Control Committee shall mean the Developer. At such time as all Lots in OLDE ROCKHOUSE MILL SUBDIVISION have been fully developed, permanent improvements constructed thereon, and sold to permanent residents or at the prior election of the Developer, the Developer's rights and obligations as the Architectural Control Committee shall forthwith terminate; thereafter, the Association shall have the right, power and authority, through a duly recorded written instrument, to establish a successor Architectural Control Committee and prescribe rules and regulations pursuant to which such Committee shall act.
3. Review and Approval of Plans. No building, fence, wall or other structure shall be commenced, erected or maintained on any Lot, nor shall any exterior addition to or alteration therein be made until the plans and specifications showing the nature, kind shape, heights, materials and location of the same shall have been submitted to the Architectural Control Committee and approved, in writing, as to the harmony of external design and location in relation to surrounding structures and topography, by the Architectural Control Committee. This condition applies in each individual case even though a certain plan has been previously reviewed and approved by the Architectural Control Committee. In the event the Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted in writing, or in any event, if no

suit to enjoin the addition, alteration or changes has been commenced prior to completion thereof, approval by the Architectural Control Committee will not be required. Neither Developer nor any member of the Architectural Control Committee shall be responsible or liable in any way for any defects in any plans or specifications approved by the Architectural Control Committee, nor for any structural defects in any work done according to such plans and specifications approved by the Architectural Control Committee. Further, neither the Developer, nor any member of the Architectural Control Committee, shall be liable in damages to anyone submitting plans or specifications for approval under this section, or to any owner of property affected by this Declaration by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications to the Architectural Control Committee for approval agrees, by submission of such plans and specifications, and every Owner of any Lot agrees, that he will not bring any action or suit against Developers, or any member of the Architectural Control Committee to recover for any such damage.

4. Building Construction. Not more than one single family dwelling, not to exceed two (2) stories in height, shall be erected on any Lot unless otherwise approved, in writing by the Architectural Control Committee.
5. Setbacks and Building Lines.
 - A) Setback Lines. Each dwelling which shall be erected on any Lot shall be situated on such Lot in accordance with the building and setback lines shown on the recorded plat thereof. With the approval of the Architectural Control Committee, owner may change or reduce building setback lines provided it complies with all applicable Planning & Zoning Requirements. Any variance

must be approved by the appropriate local authority.

- B) Walls and Fences. No fence or wall shall be erected, placed or altered on any Lot nearer to any street than the rear line of the house located or to be located thereon, unless the same be retaining walls of masonry construction which do not in any event rise above the finished grade elevation of the earth embankment so retained, reinforced, or stabilized, except that this restriction shall not apply to fences or walls which have been approved by the Architectural Control Committee under the architectural controls appearing above in Article II, paragraph 3. The exposed part of the retaining wall shall be made of brick, natural stone, stucco, railroad ties, or veneered with brick or natural stone. No galvanized chainlink fencing or wire fencing of any type will be allowed on any Lot.
 - C) Subdivision of Lots. No lot may be subdivided without the written approval of Developer.
 - D) Terraces, Eaves and Detached Garages. For the purpose of determining compliance or non-compliance with the foregoing building line requirements, terraces, stoops, eaves, wing-walls, and steps extending beyond the outside wall of a structure, shall not be considered as part of the structure. Side and rear yardage requirements shall be consistent with County rules and regulations for any detached garage or accessory outbuilding which has been approved in writing by the Architectural Control Committee; provided, all such detached structures must be to the rear of the main dwelling and must not encroach upon the property of an adjacent owner.
- 6) Building Requirements. The heated living areas of the main structures, exclusive of open porches, garages, carports and breezeways, shall not be less than 1,800 square

feet. All two story structures shall not have a ground floor heated living area of less than 1,400 square feet. All structures shall be stick built from the ground up on site. No mobile, modular homes or metal/steel homes of any kind shall be allowed.

- 7) Obstructions to View at Intersections. The lower branches of trees or other vegetation shall not be permitted to obstruct view at intersections.
- 8) Delivery Receptacles and Property Identification Markers. The Architectural Control Committee shall have the right to approve the location, color, size, design, lettering and all other particulars of receptacles for the receipt of mail, newspapers or similarly delivered materials, and of name signs for such receptacles, as well as property identification markers.
- 9) Use of Outbuildings and Similar Structures. No structure of a temporary nature, unless approved in writing by the Architectural Control Committee, shall be erected or allowed to remain on any Lot, and no trailer, camper, shack, tent, garage, barn or other structure of a similar nature shall be used as a residence, either temporarily or permanently; provided, this paragraph shall not be construed to prevent the Developers or a Builder from using sheds or other temporary structures as sales offices, work stations or residence as long as Developer own such lot.
- 10) Completion of Construction. The Architectural Control Committee shall have the right but not the obligation to take appropriate Court action, whether at law or in equity, to compel the immediate completion of any residence not completed within one (1) year from the date of commencement of construction of the foundation, or at the discretion of the Architectural Control Committee, this time period may be extended for a period not to exceed one (1) additional year.
- 11) Livestock. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided they

are not kept, bred or maintained for any commercial purposes. Such household pets must not constitute a nuisance or cause unsanitary conditions.

- 12) Offensive Activities. No noxious, offensive or illegal activities shall be carried on upon any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the owners of other Lots in the subdivision.
- 13) Signs. No advertising signs or billboards shall be erected on any Lot or displayed to the public on any Lot except a professional sign one (1) square foot in size and/or a sign of not more than five (5) square feet in area may be used to advertise the property for sale. This restriction shall not apply to signs used to identify and advertise the subdivision as a whole, nor to signs for selling lots and/or houses during the development and construction period, provided such signs are approved by the Architectural Control Committee. Also, this restriction shall not apply to the permanent subdivision sign to be erected on entrance lots or entrance areas.
- 14) Aesthetics, Natural Growth, Screening, Underground Utility Service. Trees which have a diameter in excess of six (6) inches measured two (2) feet above ground level, and distinctive flora shall not be intentionally destroyed or removed except with the prior approval, in writing, of the Architectural Control Committee. Garbage cans and like equipment shall be screened to conceal them from view of neighboring Lots and streets. All fuel tanks must be buried. No outside clotheslines or above ground swimming pools shall be allowed on any lot.
- 15) Antennae. No radio or television transmission or reception towers or antennae shall be erected on the Property other than customary antennae which do not exceed ten (10) feet in height from the roof-ridge line of any house. Any exceptions must be reviewed and approved in writing in advance by the Architectural Control Committee. In no event shall a television satellite dish larger than two (2) feet in

diameter, free standing transmission, or receiving tower be allowed on any lot.

- 16) Trailers, Trucks, School Buses, Boats and Trailers. No house trailers or mobile homes, or other habitable motor vehicle of any kind, school buses, trucks, or commercial vehicles over one (1) ton capacity, shall be kept stored or parked overnight either on any street or on any Lot, except within enclosed garages and no vehicles of any kind may be parked upon subdivision roads. No junk vehicles or inoperable vehicles will be allowed on any Lot. Pleasure boats or boat trailers and campers which may exceed twenty (20) feet in length must be kept in the rear yard, and must not be lived in.
- 17) Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. If such litter or other materials is found on any Lot, the same will be removed by the Lot owner of such Lot, at the Lot owner's expense, upon written request of the Architectural Control Committee.
- 18) Rentals. There is hereby prohibited the erection of any duplex structure, commercial apartment house, boarding house or other structure designed primarily or intended to be used for rental purposes; however, it is not intended by these restrictions to prohibit an owner from renting a room or apartment in any dwelling located upon a Lot in the subdivision, which dwelling is occupied by the owner at the time the renting or leasing is done, or to prohibit the renting or leasing of an entire dwelling by the owner.
- 19) Changing Elevations. No lot owner shall excavate or extract earth for any business or commercial purpose. No elevation changes shall be permitted which materially

- affect surface grade of surrounding Lots, unless approved in writing by the Architectural Control Committee.
- 20) Sewage System. Sewage disposal shall be through septic systems approved by appropriate County and/or State Agencies.
 - 21) Water System. Water shall be supplied through municipal system or type approved by appropriate State Agencies.
 - 22) Utility Facilities. Developer reserves the right to approve the necessary construction, installation and maintenance of utility facilities, including, but not limited to water, telephone and sewerage systems, within the easement areas as shown on the plat of survey referred to above.
 - 23) Model Homes. Developers, as well as any builder of homes in OLDE ROCKHOUSE MILL SUBDIVISION, shall have the right to construct and maintain model homes on any of the Lots, all of said model homes to be approved by the Architectural Control Committee.
 - 24) Driveway and Entrance to Garage. All driveways and entrances to garages shall be concrete or a substance approved in writing by the Architectural Control Committee and of a uniform quality and appearance.
 - 25) Garages. All garages are to be for a minimum of two (2) car capacity and shall be attached to the main dwelling. All carports, garages or outbuildings shall have internal finished walls and garage doors. All garage doors must be automatic and shall not face the street fronted by the dwelling. All carports, garages or outbuildings shall match the residence located on the lot in color, texture and design and shall not have vinyl, metal or plastic siding. No prefabricated garage or carport shall be allowed.
 - 26) Exterior Materials. All exterior materials and colors used in construction of a home

are subject to approval by the Architectural Control Committee. In no event shall vinyl siding be permitted, except for soffit areas. Twenty-five (25%) of any dwelling exterior must be covered with rock or brick.

- 27) Foundations. All dwellings shall be constructed on crawl space or basement foundations only. Concrete block and poured walls and foundations must be covered with brick or stone.
- 28) Lighting. All outdoor lighting shall be so shaded and directed such that the light therefrom is directed to fall only on the same premises where the light sources are located and shall not be obtrusive to the neighboring properties.
- 29) Roofs. Roof pitch must be 6/12 or greater. Ceilings are a minimum of 9 foot. No metal can be used on roofs except for accent purposes and must be approved by the Architectural Review Committees. All roofs must be of high quality architectural asphalt shingles.
- 30) Satellites. Satellites must be placed in an inconspicuous location.
- 31) Mail Receptacles. The Architectural Review Committees shall have the right to approve the location, color, size, design, lettering and all other particulars of receptacles for the receipt of mail, newspapers or similarly delivered materials, and of name signs for such receptacles, as well as property identification markers.
- 32) Outside Items. Trees which have a diameter in excess of six (6) inches measured two (2) feet above ground level, and distinctive flora shall not be intentionally destroyed or removed except with prior approval, in writing, of the Architectural Review Committees. Garbage cans and equipment shall be screened to conceal them from view of neighboring Lots and streets. All fuel tanks must be buried. No outside clothes lines or above ground swimming pools shall be allowed on any lot. All playground equipment, swing sets, swimming pools or recreation equipment shall be

located at the rear of the residence and within the area encompassed by a rearward extension of the side lines of the residence and shall not be visible from the front of the residence. Any pool shall additionally be surrounded by a well-maintained fence of a least 5 feet in height.

- 33) Sewage. Sewage disposal shall be through septic systems approved by appropriate State Agencies.
- 34) Water. Water shall be supplied through municipal system or type approved by appropriate State Agencies.
- 35) Driveways. All driveways and entrances to garages shall be concrete or a substance approved in writing by the Architectural Review Committees and of a uniform quality and appearance.
- 36) Landscaping. Every lot upon which a dwelling has been constructed shall be fully landscaped within ninety (90) days of occupancy or completion of the dwelling, whichever shall first occur. Such landscaping shall cost no less than 2% of the appraised value of the dwelling. All front and side yards of every home must be sodded. Thereafter, said landscaping shall be continuously maintained in good condition.
- 37) Fences. All fences must be constructed of wood, stone, brick or wrought iron only. No chain link fences are allowed.
- 38) Temporary Structures. No structure of a temporary nature unless approved in writing by the Architectural Review Committees shall be erected or allowed to remain on any Lot, and no trailer, camper, shack, shed, tent, garage, barn or other structure of a similar nature shall be used as a residence, either temporarily or permanently.

ARTICLE III

PROPERTY OWNERS ASSOCIATION

1) There shall be an incorporated property owners association to be known as "The Olde Rockhouse Mill Owners' Association" which shall have the power and responsibility to maintain and administer these protective covenants and restrictions and as agent of the owners of properties now or hereafter made subject to this Declaration, shall have the power and responsibility to administer and enforce the provisions of the Declaration and to collect and disburse the assessments and charges hereinafter created and shall have the powers and responsibilities set forth in the Act, this Declaration (as amended from time to time), the Articles of Incorporation, and the Bylaws of the Association. The term "assessment" shall be broadly construed to include dues and special assessments.

2) Every person holding record title to any of the Olde Rockhouse Mill Subdivision property (Owner) shall be a member of the Association. The foregoing shall not include those holding an interest as security for performance of an obligation.

3) There shall be only one class of voting membership which shall consist of all Owners. The Owner or Owners of each parcel of land shall be entitled to one vote for each parcel owned, and if a parcel is collectively owned, only one vote may be cast for the collective Owners.

4) The authority and responsibility of the Association shall be exercised by a Board of Directors to be elected by the Owners. The election of Directors and Officers and their respective duties and responsibilities shall be as set forth in the Bylaws of the Association.

5) Assessments/Dues.

A) Each Lot owner by accepting a deed or other instrument conveying property within said subdivision, hereby agrees to pay annual dues and/or assessments

in the initial amount of \$200.00 for the maintenance and upkeep of the subdivision roads and common area. Developer shall have the right to collect said annual assessment and use such assessment at Developer's sole discretion for the benefit and enjoyment of the subdivision, until such time as a Property Owners' Association is formed. Developer, or the Property Owners' Association upon same being formed and by a majority vote, shall have the right to increase or decrease the annual assessment.

- B) The annual dues and 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 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.
- C) All assessments shall be due and payable on July 1st of each year. Any assessment not paid within thirty (30) days after the such date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Developer or Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property of that owner. Developer and subsequent owners hereby authorize and agree that a lien shall be placed among the deed records of Habersham County, Georgia, against the offending party or owners until said sum shall be paid in full.
- D) The Board of Directors shall also have the authority to levy at any time and from time to time a special assessment, provided that any such assessment shall be approved by sixty-six percent (66%) of the voting members who vote

in person or by proxy at a meeting of the members at an annual or special meeting called for such purpose.

E) The dues and the assessments may be levied and used by the Board of Directors to further any purpose of the Association in the maintenance or improvement of Olde Rockhouse Mill Subdivision and roads.

6) Each parcel of Olde Rockhouse Mill which is hereafter transferred by Owner, as well as any parcel retained by Owner for his own home site, is hereby made subject to a lien and permanent charge in favor of the Association for such annual dues and assessments, and each parcel hereafter made subject to this Declaration shall automatically be subjected to said lien and permanent charge at the time such lot is made subject to this Declaration.

7) The lien and permanent charge of dues and assessments authorized or declared herein with respect to any lot is hereby made subordinate to the lien of any deed to secure debt or mortgage placed on such parcel if, but only if, all assessments and dues with respect to such parcel having a due date on or prior to the date such mortgage or deed to secure debt is filed for record have been paid prior to the time such mortgage or deed to secure debt is filed for record. Such subordination is merely a subordination and shall not relieve the owner or owners of the parcel of the personal obligation to pay all dues and assessments coming due while he or they are the owners of such parcel or have the equity of redemption herein. Notwithstanding the foregoing, the Board of Directors may at any time, either before or after any mortgage or deed to secure debt is placed on a parcel, waive in whole or part the Association's rights to dues or assessments with respect to such parcel coming due during the period while such parcel is held by a mortgage or grantee under a deed to secure debt.

8) Each Owner shall have the right of ingress and egress over and across the subdivision roads as shown on the plat of survey referred to above. Such roadways shall be maintained by the Developer or the Property Owners Association on an annual basis until such time as and only if Habersham County assumes control of said private roads. Each Owner shall share equally for the

cost of maintenance and repair of said roadways. This covenant for maintenance of the subdivision roadways shall be enforceable by any Owner of a lot or by the Property Owners Association.

ARTICLE IV
ENFORCEMENT

1) Enforcement of the covenants and restrictions contained herein and of any other provision hereof shall be by any appropriate proceedings at law or in equity against any person or persons violating or attempting to violate said covenants, restrictions, or other provisions either to restrain violation, to enforce personal liability, or to recover damages. Any owner found in violation of or attempted violation of any covenant, restriction or other provision by a court of law or equity shall be solely responsible for any and all attorney's fees, court costs and other costs and expenses of litigation incurred by the party or parties seeking enforcement or damages.

2) Any failure by Developer or any property owner to enforce any of said covenants and restrictions or other provisions shall in no event be deemed a waiver of the right to do so thereafter.

3) A fine of \$25.00 per day or as may be set by the Developer may be accessed by Developer for any violation of this Declaration of covenants and restriction.

4) Developer shall have the right to place a lien against the property of any Owner, if that Owner should fail to pay the annual assessment or dues within ninety (90) days after said assessment or dues are payable.

ARTICLE V
EFFECTIVE

This Declaration of Covenants, Conditions and Restrictions shall become effective immediately and run with the land and shall be binding on all persons claiming under and through said owners for a period of twenty (20) years from the date hereof and until rescinded or modified as hereinafter provided. Said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of all owners of the lots has been recorded,

agreeing to amend said covenants in whole or in part.

**ARTICLE VI
AMENDMENT**

The covenants and restrictions of this declaration may be amended at the time and from time to time by an agreement signed a three-fourths majority of all owners of the lots whose lots are subject hereto. Any such amendment shall not become effective until an instrument evidencing such change has been filed for record at the office of the Clerk of Superior Court of Habersham County, Georgia.

**ARTICLE VII
SEVERABILITY**

Wherever possible, each provision of this declaration shall be interpreted in such a 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 or any other provision which can be given effect without the invalid provision is declared to be severable.

Sworn to and subscribed before me,
this 13 day of April,
2010.

Jeremy Carter
Witness

Tabitha L. Trevino
Notary Public

My Comm Expires: July 19, 2010



PATRIOT LAND INVESTMENTS II, LLC

By: Paul E. Walker MANAGER
Name Title

Attest: Becky CPA
Name Title