

FILED & RECORDED  
DATE: 3/14/2011  
TIME: 10:20AM  
BOOK: B37  
PAGE: 331-332  
Holly Henry-Perry, Clerk  
Rabun County, GA

WHEN RECORDED RETURN TO:  
Kenya L. Patton, P.C.  
57 Sears Way  
Blairsville, GA 30512

STATE OF GEORGIA  
COUNTY OF RABUN

AMENDMENT TO DECLARATION OF RESTRICTIONS, LIMITATIONS  
AND COVENANTS FOR PINNACLE RIDGE SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

That the Owner of the property described below by their presence hereby make, declare and impose upon the referenced parts of the property described the following Amendment to Restrictions of Pinnacle Ridge Subdivision, by the signature below, which shall be and constitute running with the land and shall be binding under it, and each and all subsequent purchasers, their heirs, personal representatives, successors and assigns of said property or any part, parcel or portion thereof, described as follows:

*All that tract or parcel of land lying and being in Land Lots 35 and 50, 2nd District, Rabun County, Georgia, being Lots One (1) through Twenty-three (23) as shown on a plat of survey by Blue Ridge Mountain Surveying, Inc. RS #3007, dated 05/14/08 and recorded in Plat Book 59, pages 398-400, Rabun County Records, which description on said plat is hereby incorporated herein by reference and made a part of:*

The undersigned parties agree to amend the Declaration of Restrictions, Limitations and Covenants recorded in Book K34, Pages 180-184, Rabun County, Georgia records, pertaining only to the lots herein described, by adding the following provision:


**(19) ANNUAL ASSESSMENTS:** The annual assessment shall be \$150.00 per Lot, payable on the first day of each year. This assessment is subject to modification by the Declaration or the Homeowners Association with written notice given to the homeowner. The assessment shall be "per lot owned," regardless of the number of lots owned by one individual. This annual assessment shall be prorated in the year of initial purchase. The annual assessment shall be paid directly to the Homeowners' Association, or, in the event the

Association is not yet activated, to the Developer to be held in accordance with the above provisions.


Except as amended herein the provisions of the Restrictions of Pinnacle Ridge Subdivision as set out in the aforementioned restrictions, are hereby incorporated by reference as if the same were set out in full.


IN WITNESS WHEREOF, the undersigned hereby sets this hands and seals this 11 day of March, 2011.

**PINNACLE RIDGE PARTNERS, LLC**

 SEAL  
By: Peter S. Rye, Managing Member  
See Certificate of Membership recorded in  
Book A37, Pages 13-14, Rabun County, GA

Signed, sealed and delivered  
in the presence of

  
Witness

  
Notary Public



JDS# 08-970

FILED & RECORDED  
DATE: 12/12/2008  
TIME: 11:41AM  
BOOK: K34  
PAGE: 180-184  
Holly Henry-Perry, Clerk  
Rabun County, GA

**PINNACLE RIDGE SUBDIVISION**

STATE OF GEORGIA  
COUNTY OF RABUN

**DECLARATION OF RESTRICTIONS, LIMITATIONS AND COVENANTS  
RUNNING WITH THE LAND**

Whereas, the holders of the legal title to the below listed subdivision, known as Pinnacle Ridge Subdivision, said tract being more particularly described as follows:

**All that tract or parcel of land lying and being in Land Lots 35 & 50, 2nd District, Rabun County, Georgia, being Lots One (1) through Twenty-seven (27) of Pinnacle Ridge Subdivision, as shown on a plat of survey by Blue Ridge Mountain Surveying, Inc., dated May 14, 2008, as recorded in Plat Book 59, Pages 398-400, Rabun County records, which description on said plat is hereby incorporated by reference herein and made a part hereof.**

The purpose of the following restrictions and covenants is to ensure the use of said realty by the owners, to prevent the impairment of the attractiveness of said realty, and to maintain the desired character of the community, and thereby to secure to each present or future owner the full benefit and enjoyment of their property. The reservations and restrictive covenants are to run with the land and shall be binding upon all parties and persons owning lots in Pinnacle Ridge Subdivision.

If the owners of such lots or any of their heirs, successors or assigns, shall violate and of the covenants hereinafter set out, it shall be lawful for any other person owning real property situated in said subdivision to prosecute any proceeding at law or in equity against the person or persons violating any of such covenants and either to prevent him from doing so or to recover damages for such violations, or both.

Each covenant contained herein is severable and distinct from each other and in its application to all or any portion of the premises, and the invalidity or unenforceability of any covenant contained herein as to any portion of the premises shall not affect the validity or enforceability of any of the other covenants contained herein. Invalidation of any one of these covenants by judgment or court shall in no wise affect any of the other provisions, which shall remain in full force and effect.

These covenants and any amendments thereto, shall apply to and govern the realty and its present or future parcels, common roads and common area and the use thereof. All covenants herein stated and any amendments or additions thereto, shall run with and shall be binding upon all persons or entities claiming under them.

Pinnacle Ridge Subdivision is designed as a private community. The roads will be private and owned by the Homeowners Association. The Association, active under and pursuant to its by-laws, shall be solely and exclusively responsible for the roads and common areas. The Developer shall maintain all roads until 75% of the lots have been sold. A Property Owner's Association shall be formed and any party purchasing a lot shall be required to join said association.

1. **LAND USE.** No lot after being conveyed by the developer may be subdivided. All lots are for single family residential purposes only. Only one such residence shall be erected on any lot, provided however that the owner of any lot may erect a garage, guest house or utility building, being the same style and being for use in connection with such a residence. No lot dwelling or structure shall be used for commercial activity or business with the exception of a private home office. Renting of house shall not be deemed commercial activity.
2. **SETBACKS.** No building or any part thereof, including garages and porches, shall be erected on any lot closer than twenty-five (25) feet to the line bordering any subdivision road right-of-way, or closer than fifteen (15) feet to either side or rear lot line. Where two or more lots are acquired as a single building site, the lot lines shall refer only to the lot lines bordering the adjoining property owners.
3. **CONSTRUCTION.** When house construction begins, work must be pursued diligently and exterior must be completed within nine (9) months from start thereof. All homeowners shall be held responsible for the acts of their employees, sub-contractors, suppliers and other persons or parties involved in construction or alteration of a homesite. In this regard, a homeowner shall be responsible for any damage to roads and other common property. Builder/owner must ensure that the construction site is kept clean and free of debris and waste materials, and that stockpiles or unused materials are kept in neat and orderly fashion. To prevent mud and other debris from being tracked onto a street, a construction drive must be installed prior to beginning construction on the foundation and properly maintained. It is the sole responsibility of the lot owners to insure that all necessary erosion control measures are installed prior to construction of any driveway or homesite.
4. **HOUSE SIZE.** All houses shall be constructed with no less than fourteen hundred (1400) square feet of heated living space exclusive of any carport, garage, basement, deck, patio or porches. If the residence has more than one story, the first floor must contain at least nine hundred (900) square feet of heated living space. No residence shall have more than two stories of heated living area excluding basements.

5. **BUILDING MATERIALS.** Primary residential building material for home construction shall be Hardy Board type siding or shakes, stone, log or exterior wood material unless approved by the developer in writing. No concrete block construction (with the exception of foundations), metal buildings, mobile homes, double wide mobile homes, manufactured homes, or relocated homes will be allowed. Exposed concrete or poured concrete foundations and site retaining walls must be covered with stone or siding. Stucco may be used if not visible from subdivision road to cover foundation and retaining walls. All colors for siding, window trim, roofing, etc, must be confined to earth tone colors which are compatible with the natural environment. No bright colors such as, but not limited to, white, blue, yellow, etc may be used. No white windows shall be used. When a natural appearance in desired all exterior siding and trim must be covered with waterproofing sealant.
6. **ROOFING AND SIDING.** Primary roofing materials must be cedar shakes, architectural shingles or factory painted metal in colors and texture which complement the balance of the other colors and materials used. All primary roofs shall be a minimum of 7-12 pitch with porches a minimum of 3/12.
7. **DRAINAGE.** No drainage ditches, cuts, swales, streams, impoundments, ponds or lakes, no mounds, knobs, dams, or hills and no other physical improvements or elements of the landscape or terrain which control or determine the location or flow of surface water and drainage patterns may be created, destroyed, altered or modified without the prior written consent of the Developer or Homeowners Association, whether on private or common area. Special attention shall be given to prior site surface drainage so that surface waters will not interfere with surrounding homesite and natural drainage flows. Paved areas shall be designed to allow surface water to drain naturally and not to allow water to collect or stand. All driveways must be asphalt, concrete, or adequately graveled and completed within one (1) year from the starting date of home construction. Property owners shall be responsible for installing erosion control measures prior to construction. Developers shall not be responsible for any drainage or erosion issues caused by driveways, home sites, etc.
8. **VISUAL EFFECTS.** Only wood fences will be allowed in front and side of residence. In the rear, only wood or chain link fences will be allowed. No farm type wire fences will be allowed. Compressors for central air conditioning units and play equipment must be located where it will have minimum visual impact on adjacent properties.
9. **UTILITIES.** All electrical and other utility lines shall be placed underground and all water supply and sewage facilities shall comply with the applicable governmental codes. No satellite dishes over a thirty-six (36) inch diameter will be allowed on any lot and must be placed out of sight of subdivision roads.
10. **TREES AND SHRUBS.** No more than fifty percent (50%) of existing trees over five (5) inches in diameter shall be removed from the property after being conveyed by the developer. Any homesite, which has been altered from its natural state, shall be landscaped.

All shrubs, trees, grass and plantings or every kind shall be kept maintained, properly cultivated and free of trash and other unsightly material. Landscaping shall be completed no later than thirty (30) days following completion of any building with weather permitting. Completed landscaping means all areas are covered with natural growth, grass, sod, shrubs, trees, and/or mulch. No bare dirt shall be left exposed except during construction.

11. **EASEMENTS.** Developer, for the benefit of developer and developer's successors and assign, reserve the absolute exclusive, continuing and nonexclusive right and easement to construct, erect, place, repair, maintain and replace from time to time along any present or future constructed common roadway, any utility lines, pipes, conduits, devices, implements or related components, fixtures, apparatuses and assemblages that are reasonable, appropriate and useful in furnishing and satisfying the residential utility uses and needs of the subject realty and its parcels, including but not limited to the following utility purposes and services; electricity, water, sewer, telephone, cable, and other reasonable and ordinary utility right purposes and uses. This reservation shall include the right of developer to grant and convey reasonably necessary and appropriate licenses, permits and easements to other third persons or entities in order to accomplish the intents and purposes of this provision. Nothing herein shall obligate developer to provide or furnish any utility service.
12. **VEHICLES.** No motorcycles or other vehicles with external engines shall be permitted to ride along the streets of said subdivision except for the entry and exit from the area; if they are determined to be a nuisance to other property owners. All such vehicles shall be properly muffled so as not to disturb the neighborhood. The parking of buses or trucks, rated higher than one ton, shall not be permitted. No motor homes or RV units shall be parked temporarily or permanently on any subdivision road except to quickly load or unload vehicle.
13. **APPEARANCE.** No lot shall be used in whole or in part for any illegal activity nor for the storage of any property or thing that will cause any lot to appear in any unclean or untidy condition or that will be obnoxious to the eye, nor shall any substance be kept upon any lot that will omit foul or noxious odors. No lot owner or lot occupant shall conduct any activity that will disturb the peace, comfort or serenity of the occupants of surrounding property. No wrecked or untagged motor vehicle, utility trailer, nor junk, nor household appliance shall be kept or stored in plain view of subdivision roads.
14. **SIGNAGE.** No signs of any type shall be displayed to public view on any portion of said property except one sign of not more than 36 inches by 36 inches advertising property for sale or a temporary builders sign, or such permits as required by law. All said signs shall be professionally lettered and neatly installed. Developer reserves the right to erect entrance signs.
15. **ACCESS.** No lot shall be accessed other than by the roads inside the subdivision without written permission from developer. No road shall be built to access any adjoining property without written permission from the Developer. Exception: The developer may access by the subdivision roads, property owned by Developer or hereafter acquired by Developer

which adjoins Pinnacle Ridge Subdivision if the Developer owns the property being crossed to access adjoining property.

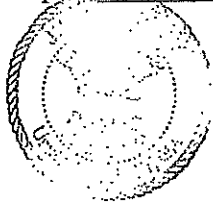
- 16. **ANIMALS.** No animals, birds, or fowls shall be kept or maintained on any part of the property except ordinary household pets (e.g. dogs, cats and pet birds) which may be kept thereon in reasonable number as pets for the pleasure and use of the occupants. No animal shall be kept on any size lot for any commercial purpose.
- 17. **LOT UPKEEP.** All lots, whether vacant or occupied, shall be maintained in a neat and attractive condition.
- 18. **RESTRICTIONS TIME PERIOD.** The covenants, restrictions, easements, reservations, terms and conditions contained in this declaration, shall run with the land and shall be binding upon all lot owners and all persons claiming under them for a period of twenty (20) years from the date hereof, provided, however, that the developer retains the absolute right to amend this declaration, as it may deem necessary, during a period of two (2) years from the date of the recording hereof upon the records of the Clerk of Rabun County Superior Court, and all such amendments shall be binding upon all lot owners. Provided further, these covenants may be amended at any time by the written agreement of the owners of at least seventy-five (75%) percent of the total number of lots. All such amendment(s) shall apply equally to all lots within the subdivision and no such amendment(s) shall place any further obligation(s) upon developer without his written consent. Exception: The Developer reserves the right to change these covenants and restrictions at any time deemed necessary until at least seventy-five (75%) percent of the total number of lots have been sold.

In witness whereof, the owners hereby sat its hand and affixes its seal, this, the 11 day of Dec, 2008.

ROM VENTURES LLC

By: [Signature]  
Attest: [Signature]

[Signature]  
Witness  
[Signature]  
Notary Public  
My Commission Expires: 3/22/10



FILED & RECORDED  
DATE: 3/16/2009  
TIME: 4:30 PM  
BOOK: T34  
PAGE: 141  
Holly Henry-Perry, Clerk  
Rabun County, GA

**AMENDMENT OF DECLARATION OF RESTRICTIONS, LIMITATIONS AND COVENANTS FOR PINNACLE RIDGE SUBDIVISION**

File #09-161  
GEORGIA  
RABUN COUNTY

The undersigned, being the developer of Lots in Pinnacle Ridge Subdivision, hereby consent to and agree to amend the restrictive covenants for Pinnacle Ridge Subdivision recorded in the office of the Clerk of Rabun Superior Court in Deed Book K-34, Page 180 in order to provide for the following.

-1-

Paragraph 19 is hereby added to the above referenced restrictive covenants as follows:

"19. Lots 25, 26 and 27 of Pinnacle Ridge Subdivision, as described in a survey in the office of the Clerk of Rabun Superior Court in Plat Book 59, Page 400, are hereby exempted from, and shall not be assessed for, road maintenance fees by the developers or the homeowners association."

-2-

All other restrictions, limitations and covenants of the original declaration of restrictions for Pinnacle Ridge Subdivision recorded in the office of the Clerk of Rabun Superior Court in Deed Book K-34, Page 180 shall remain in full force and effect.

**IN WITNESS WHEREOF**, the undersigned have affixed their hands and seals on this 16th day of March, 2009.

Signed, sealed and delivered in the presence of the undersigned notary public on this 16th day of March, 2009:

*Low Buagg*  
Witness  
*[Signature]*  
Notary Public  
MY COMMISSION EXPIRES MARCH 23, 2012  
23-12  
RABUN COUNTY PUBLIC

ROM Ventures, LLC

BY: *[Signature]* (Seal)  
Robert C. Rogers, Member

BY: D.M.G. Partners, LLC, Member

BY: *[Signature]* (Seal)  
Gregory A. Owenby, Manager



JDS# 08-970

FILED & RECORDED  
DATE: 12/12/2008  
TIME: 11:41AM  
BOOK: K34  
PAGE: 180-184  
Holly Henry-Perry, Clerk  
Rabun County, GA

**PINNACLE RIDGE SUBDIVISION**

STATE OF GEORGIA  
COUNTY OF RABUN

**DECLARATION OF RESTRICTIONS, LIMITATIONS AND COVENANTS  
RUNNING WITH THE LAND**

Whereas, the holders of the legal title to the below listed subdivision, known as Pinnacle Ridge Subdivision, said tract being more particularly described as follows:

**All that tract or parcel of land lying and being in Land Lots 35 & 50, 2nd District, Rabun County, Georgia, being Lots One (1) through Twenty-seven (27) of Pinnacle Ridge Subdivision, as shown on a plat of survey by Blue Ridge Mountain Surveying, Inc., dated May 14, 2008, as recorded in Plat Book 59, Pages 398-400, Rabun County records, which description on said plat is hereby incorporated by reference herein and made a part hereof.**

The purpose of the following restrictions and covenants is to ensure the use of said realty by the owners, to prevent the impairment of the attractiveness of said realty, and to maintain the desired character of the community, and thereby to secure to each present or future owner the full benefit and enjoyment of their property. The reservations and restrictive covenants are to run with the land and shall be binding upon all parties and persons owning lots in Pinnacle Ridge Subdivision.

If the owners of such lots or any of their heirs, successors or assigns, shall violate and of the covenants hereinafter set out, it shall be lawful for any other person owning real property situated in said subdivision to prosecute any proceeding at law or in equity against the person or persons violating any of such covenants and either to prevent him from doing so or to recover damages for such violations, or both.

Each covenant contained herein is severable and distinct from each other and in its application to all or any portion of the premises, and the invalidity or unenforceability of any covenant contained herein as to any portion of the premises shall not affect the validity or enforceability of any of the other covenants contained herein. Invalidation of any one of these covenants by judgment or court shall in no wise affect any of the other provisions, which shall remain in full force and effect.

These covenants and any amendments thereto, shall apply to and govern the realty and its present or future parcels, common roads and common area and the use thereof. All covenants herein stated and any amendments or additions thereto, shall run with and shall be binding upon all persons or entities claiming under them.

Pinnacle Ridge Subdivision is designed as a private community. The roads will be private and owned by the Homeowners Association. The Association, active under and pursuant to its by-laws, shall be solely and exclusively responsible for the roads and common areas. The Developer shall maintain all roads until 75% of the lots have been sold. A Property Owner's Association shall be formed and any party purchasing a lot shall be required to join said association.

1. **LAND USE.** No lot after being conveyed by the developer may be subdivided. All lots are for single family residential purposes only. Only one such residence shall be erected on any lot, provided however that the owner of any lot may erect a garage, guest house or utility building, being the same style and being for use in connection with such a residence. No lot dwelling or structure shall be used for commercial activity or business with the exception of a private home office. Renting of house shall not be deemed commercial activity.
2. **SETBACKS.** No building or any part thereof, including garages and porches, shall be erected on any lot closer than twenty-five (25) feet to the line bordering any subdivision road right-of-way, or closer than fifteen (15) feet to either side or rear lot line. Where two or more lots are acquired as a single building site, the lot lines shall refer only to the lot lines bordering the adjoining property owners.
3. **CONSTRUCTION.** When house construction begins, work must be pursued diligently and exterior must be completed within nine (9) months from start thereof. All homeowners shall be held responsible for the acts of their employees, sub-contractors, suppliers and other persons or parties involved in construction or alteration of a homesite. In this regard, a homeowner shall be responsible for any damage to roads and other common property. Builder/owner must ensure that the construction site is kept clean and free of debris and waste materials, and that stockpiles or unused materials are kept in neat and orderly fashion. To prevent mud and other debris from being tracked onto a street, a construction drive must be installed prior to beginning construction on the foundation and properly maintained. It is the sole responsibility of the lot owners to insure that all necessary erosion control measures are installed prior to construction of any driveway or homesite.
4. **HOUSE SIZE.** All houses shall be constructed with no less than fourteen hundred (1400) square feet of heated living space exclusive of any carport, garage, basement, deck, patio or porches. If the residence has more than one story, the first floor must contain at least nine hundred (900) square feet of heated living space. No residence shall have more than two stories of heated living area excluding basements.

5. **BUILDING MATERIALS.** Primary residential building material for home construction shall be Hardy Board type siding or shakes, stone, log or exterior wood material unless approved by the developer in writing. No concrete block construction (with the exception of foundations), metal buildings, mobile homes, double wide mobile homes, manufactured homes, or relocated homes will be allowed. Exposed concrete or poured concrete foundations and site retaining walls must be covered with stone or siding. Stucco may be used if not visible from subdivision road to cover foundation and retaining walls. All colors for siding, window trim, roofing, etc, must be confined to earth tone colors which are compatible with the natural environment. No bright colors such as, but not limited to, white, blue, yellow, etc may be used. No white windows shall be used. When a natural appearance in desired all exterior siding and trim must be covered with waterproofing sealant.
6. **ROOFING AND SIDING.** Primary roofing materials must be cedar shakes, architectural shingles or factory painted metal in colors and texture which complement the balance of the other colors and materials used. All primary roofs shall be a minimum of 7-12 pitch with porches a minimum of 3/12.
7. **DRAINAGE.** No drainage ditches, cuts, swales, streams, impoundments, ponds or lakes, no mounds, knobs, dams, or hills and no other physical improvements or elements of the landscape or terrain which control or determine the location or flow of surface water and drainage patterns may be created, destroyed, altered or modified without the prior written consent of the Developer or Homeowners Association, whether on private or common area. Special attention shall be given to prior site surface drainage so that surface waters will not interfere with surrounding homesite and natural drainage flows. Paved areas shall be designed to allow surface water to drain naturally and not to allow water to collect or stand. All driveways must be asphalt, concrete, or adequately graveled and completed within one (1) year from the starting date of home construction. Property owners shall be responsible for installing erosion control measures prior to construction. Developers shall not be responsible for any drainage or erosion issues caused by driveways, home sites, etc.
8. **VISUAL EFFECTS.** Only wood fences will be allowed in front and side of residence. In the rear, only wood or chain link fences will be allowed. No farm type wire fences will be allowed. Compressors for central air conditioning units and play equipment must be located where it will have minimum visual impact on adjacent properties.
9. **UTILITIES.** All electrical and other utility lines shall be placed underground and all water supply and sewage facilities shall comply with the applicable governmental codes. No satellite dishes over a thirty-six (36) inch diameter will be allowed on any lot and must be placed out of sight of subdivision roads.
10. **TREES AND SHRUBS.** No more than fifty percent (50%) of existing trees over five (5) inches in diameter shall be removed from the property after being conveyed by the developer. Any homesite, which has been altered from its natural state, shall be landscaped.

All shrubs, trees, grass and plantings or every kind shall be kept maintained, properly cultivated and free of trash and other unsightly material. Landscaping shall be completed no later than thirty (30) days following completion of any building with weather permitting. Completed landscaping means all areas are covered with natural growth, grass, sod, shrubs, trees, and/or mulch. No bare dirt shall be left exposed except during construction.

11. **EASEMENTS.** Developer, for the benefit of developer and developer's successors and assign, reserve the absolute exclusive, continuing and nonexclusive right and easement to construct, erect, place, repair, maintain and replace from time to time along any present or future constructed common roadway, any utility lines, pipes, conduits, devices, implements or related components, fixtures, apparatuses and assemblages that are reasonable, appropriate and useful in furnishing and satisfying the residential utility uses and needs of the subject realty and its parcels, including but not limited to the following utility purposes and services; electricity, water, sewer, telephone, cable, and other reasonable and ordinary utility right purposes and uses. This reservation shall include the right of developer to grant and convey reasonably necessary and appropriate licenses, permits and easements to other third persons or entities in order to accomplish the intents and purposes of this provision. Nothing herein shall obligate developer to provide or furnish any utility service.
12. **VEHICLES.** No motorcycles or other vehicles with external engines shall be permitted to ride along the streets of said subdivision except for the entry and exit from the area; if they are determined to be a nuisance to other property owners. All such vehicles shall be properly muffled so as not to disturb the neighborhood. The parking of buses or trucks, rated higher than one ton, shall not be permitted. No motor homes or RV units shall be parked temporarily or permanently on any subdivision road except to quickly load or unload vehicle.
13. **APPEARANCE.** No lot shall be used in whole or in part for any illegal activity nor for the storage of any property or thing that will cause any lot to appear in any unclean or untidy condition or that will be obnoxious to the eye, nor shall any substance be kept upon any lot that will omit foul or noxious odors. No lot owner or lot occupant shall conduct any activity that will disturb the peace, comfort or serenity of the occupants of surrounding property. No wrecked or untagged motor vehicle, utility trailer, nor junk, nor household appliance shall be kept or stored in plain view of subdivision roads.
14. **SIGNAGE.** No signs of any type shall be displayed to public view on any portion of said property except one sign of not more than 36 inches by 36 inches advertising property for sale or a temporary builders sign, or such permits as required by law. All said signs shall be professionally lettered and neatly installed. Developer reserves the right to erect entrance signs.
15. **ACCESS.** No lot shall be accessed other than by the roads inside the subdivision without written permission from developer. No road shall be built to access any adjoining property without written permission from the Developer. Exception: The developer may access by the subdivision roads, property owned by Developer or hereafter acquired by Developer

which adjoins Pinnacle Ridge Subdivision if the Developer owns the property being crossed to access adjoining property.

- 16. **ANIMALS.** No animals, birds, or fowls shall be kept or maintained on any part of the property except ordinary household pets (e.g. dogs, cats and pet birds) which may be kept thereon in reasonable number as pets for the pleasure and use of the occupants. No animal shall be kept on any size lot for any commercial purpose.
- 17. **LOT UPKEEP.** All lots, whether vacant or occupied, shall be maintained in a neat and attractive condition.
- 18. **RESTRICTIONS TIME PERIOD.** The covenants, restrictions, easements, reservations, terms and conditions contained in this declaration, shall run with the land and shall be binding upon all lot owners and all persons claiming under them for a period of twenty (20) years from the date hereof, provided, however, that the developer retains the absolute right to amend this declaration, as it may deem necessary, during a period of two (2) years from the date of the recording hereof upon the records of the Clerk of Rabun County Superior Court, and all such amendments shall be binding upon all lot owners. Provided further, these covenants may be amended at any time by the written agreement of the owners of at least seventy-five (75%) percent of the total number of lots. All such amendment(s) shall apply equally to all lots within the subdivision and no such amendment(s) shall place any further obligation(s) upon developer without his written consent. Exception: The Developer reserves the right to change these covenants and restrictions at any time deemed necessary until at least seventy-five (75%) percent of the total number of lots have been sold.

In witness whereof, the owners hereby sat its hand and affixes its seal, this, the 11 day of Dec, 2008.

ROM VENTURES LLC

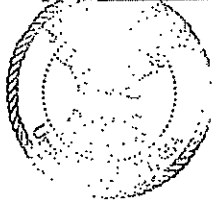
By: [Signature]

Attest: [Signature]

[Signature]  
Witness

[Signature]  
Notary Public

My Commission Expires: 3/22/10



FILED & RECORDED  
DATE: 3/16/2009  
TIME: 4:30 PM  
BOOK: T34  
PAGE: 141  
Holly Henry-Perry, Clerk  
Rabun County, GA

**AMENDMENT OF DECLARATION OF RESTRICTIONS, LIMITATIONS AND COVENANTS FOR PINNACLE RIDGE SUBDIVISION**

File #09-161  
GEORGIA  
RABUN COUNTY

The undersigned, being the developer of Lots in Pinnacle Ridge Subdivision, hereby consent to and agree to amend the restrictive covenants for Pinnacle Ridge Subdivision recorded in the office of the Clerk of Rabun Superior Court in Deed Book K-34, Page 180 in order to provide for the following.

-1-

Paragraph 19 is hereby added to the above referenced restrictive covenants as follows:

"19. Lots 25, 26 and 27 of Pinnacle Ridge Subdivision, as described in a survey in the office of the Clerk of Rabun Superior Court in Plat Book 59, Page 400, are hereby exempted from, and shall not be assessed for, road maintenance fees by the developers or the homeowners association."

-2-

All other restrictions, limitations and covenants of the original declaration of restrictions for Pinnacle Ridge Subdivision recorded in the office of the Clerk of Rabun Superior Court in Deed Book K-34, Page 180 shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have affixed their hands and seals on this 16th day of March, 2009.

Signed, sealed and delivered in the presence of the undersigned notary public on this 16th day of March, 2009:

Low Buger  
Witness  
Albert [Signature]  
Notary Public  
MY COMMISSION EXPIRES MARCH 23, 2012  
RABUN COUNTY, GEORGIA  
23-12

ROM Ventures, LLC

BY: [Signature] (Seal)  
Robert C. Rogers, Member

BY: D.M.G. Partners, LLC, Member

BY: [Signature] (Seal)  
Gregory A. Owenby, Manager