

346

After recording, return to:
Albert O. English
ENGLISH, YUNKLE & SMITH P.C.
17 Cherokee Street
Clayton, GA 30529
(706) 782-4295

File No. 02-06

DECLARATION OF COVENANTS AND RESTRICTIONS FOR HIDDEN FALLS

THIS DECLARATION is made on this 14 day of FEBRUARY, 2003 by Andrew Hunt, Monica Hunt and Victoria L. Thomas (hereinafter called the "Developers") as follows;

WITNESSETH

WHEREAS, Developers are the owners of 53.952 acres in Land Lot 24 of the Fifth Land District of Rabun County, Georgia as shown upon a plat of survey recorded in the office of the Clerk of Rabun Superior Court in Plat Book 39, page 22; and,

WHEREAS, Developers own all of the property and tracts known as Hidden Falls as shown on that certain plat of survey recorded in Plat Book 49, page 201 in the office of the Clerk of Rabun Superior Court (The "Subject Property"); and,

WHEREAS, it is to the interest, benefit and advantage of the Developers and the owners of the above-referenced tracts that certain Covenants and Restrictions governing and regulating the use and occupancy of the tracts be established, set forth and declared to be covenants running with the land; and,

NOW THEREFORE, the Developers declare that the properties which are made subject to this Declaration pursuant to Article 2 hereof are and shall be held, transferred, sold, conveyed and occupied subject to the Covenants and Restrictions hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of such property. Such Covenants and Restrictions are and shall be binding on all parties having and acquiring any right, title or interest in such property or any part thereof and shall inure to the benefit of each Owner thereof.

ARTICLE 1

Definitions. The following terms when used in this Declaration (unless the context shall clearly indicate to the contrary), shall have the following meaning:

(a) "Covenants and Restrictions" shall mean and refer to all covenants, restrictions, easements, obligations, and conditions set forth in this Declaration.

(b) "Declaration" shall mean this instrument, the Declaration of Covenants and Restrictions for Hidden Falls and all attachments and exhibits.

(c) "Developers" shall mean Andrew Hunt, Monica Hunt and Victoria L. Thomas.

(d) "Owner" shall mean and refer to any Person (as hereinafter defined) who is or shall be a record owner by purchase, transfer, assignment or foreclosure of a fee or undivided fee interest in a tract (as hereinafter defined) in a portion of the Restricted Property (as hereinafter defined).

(e) "Person" shall mean and refer to any natural person, corporation partnership, limited partnership, Limited Liability Company, joint venture association or any other such entity.

(f) "Plat of Survey" shall mean and refer to that certain survey dated July 20, 2001, revised February 11, 2003, prepared by William F. Rolader, Georgia Registered Land Surveyor No. 2042 and recorded in the office of the Clerk of Rabun Superior Court in Plat Book 49, Page 201 and incorporated herein by reference.

(g) "Restricted Property" shall mean and refer to all real property as set forth in Article 2 of this Declaration.

(h) "Single Family Residence" shall mean and refer to each single family detached house and/or each single tract of subdivided property intended for a single family detached house.

(i) "Tract" shall mean and refer to each separately platted and numbered area of subdivided property shown and described upon a plat of survey recorded in the office of the Clerk of Rabun Superior Court in Plat Book 49, Page 201, and incorporated herein by reference together with any future subdivided tracts owned by the Developers which shall be submitted to the terms of this Declaration of Covenants and Restrictions as provided for in Article 2 hereof.

ARTICLE 2

Property Subject to Declaration; Effect Thereof

Section 1. Property Hereby Subjected to This Declaration.

This Declaration is hereby imposed upon the following described real property, which shall hereafter be held, transferred, sold, conveyed, used, leased, occupied and mortgaged or otherwise encumbered subject to this Declaration:

All those tracts or parcels of land lying and being in Land Lot 24 of the Fifth Land District of Rabun County, Georgia, and being Tracts 1 through 14 inclusive of Hidden Falls, as described upon a plat of survey dated July 20, 2001, revised February 11, 2003, prepared by William F. Rolader, Georgia Registered Land Surveyor No. 2042 and recorded in the office of the Clerk of Rabun Superior Court in Plat Book 49, Page 201. Said survey is incorporated herein by reference for a full and complete description of all of the tracts shown thereon.

Section 2. All Restricted Property Bears the Burden, and Enjoys the Benefit, of This Declaration.

Every person who is or shall be a record owner by purchase, transfer, assignment or foreclosure of a fee or undivided fee interest in any portion of the Restricted Property does agree, and shall be deemed by reason of taking such record title to agree to all of the terms and provisions of this Declaration.

ARTICLE 3

Protective Covenants

Developers do hereby create, establish and declare the following Covenants and Restrictions to apply to the Restricted Property and to all persons owning a tract now or hereafter.

1. All tracts shall be used for single family residential purposes only. A guest house or garage apartment may be constructed upon a tract so long as such guest house or garage apartment is connected to the main house or residence by a breezeway. A guest house or garage apartment may

be constructed at the same time a main single family residence is constructed or may be constructed after completion of a single-family residence. However, a guest house or garage apartment may not be constructed before the beginning of construction of the main house on a tract.

2. No mobile homes shall be allowed upon a tract. For purposes of these Covenants and Restrictions, the term "mobile home" shall include modular homes, manufactured homes, doublewide houses with shingle roofs, house trailers, campers and other homes delivered to the property with wheels affixed. Provided, however, one over the road recreation vehicle shall be allowed upon a tract so long as such vehicle is not permanently installed or occupied as a residence.

3. Any single-family residence located upon a tract shall have a minimum of 1,200 square feet of heated floor space. The exterior of any residence or guest house or garage apartment located upon a tract shall be finished in wood, vinyl siding, stucco, brick or stone or a combination of such materials. The exterior of any such structure shall not contain any exposed concrete block. In the event the exterior of any such structure contains exposed concrete block, then all concrete block used in the construction of the structure shall be covered with wood, vinyl siding, brick, stucco or stone or a combination of such materials.

4. Building materials, including but not limited to lumber, brick, stone, cinder block or concrete, may not be stored on any tract except for the purposes of construction on such tract and such materials may not be stored upon a tract for longer than the length of time reasonably necessary for construction of any residence or structure to be located upon said tract.

5. The exterior of all residential structures and other structures or outbuildings constructed upon a tract shall be completed within one (1) year from the date of commencement of construction.

6. Any outbuildings constructed upon any tract shall be constructed in accordance with the same guidelines required for residential structures except as to required square footage.

7. Roofs of any residence, structure or outbuilding may be metal or composition shingles or wood shakes. Metal roofs must be painted.

8. No owner of a tract may erect any structure or improvement upon any portion of a tract lying within twenty (20) feet from the right-of-way of any road that forms the boundary of a tract as shown upon the above-referenced plat of survey. No owner of a tract may erect any structure or improvements upon any portion of a tract lying within ten (10) feet from any other boundary line of an adjacent tract.

9. There shall be no obnoxious or offensive activities conducted upon a tract nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Each tract shall be kept in a neat and tidy condition and refuse, waste, garbage, junk, inoperative motor vehicles or other objects of a similar nature shall not be kept upon a tract.

10. No horses, pigs, sheep, cattle, poultry, fowl or other farm animals may be kept upon a tract. A reasonable number of domestic household pets may be kept upon a tract, provided, however, that such use is not for commercial or business purposes. No tract owner shall allow any animal to become an annoyance or nuisance to the neighborhood.

11. All household refuse and garbage shall be placed in underground containers or in a screened in area concealed from the adjacent dwellings and roads. All above ground storage tanks for fuel shall be placed in a screened in area and concealed from adjacent dwellings and roads.

12. Any trees or timber cut or removed by an owner or felled by storm or natural disaster shall be removed from the property within a reasonable period of time and any remaining stumps shall be removed and the resulting area shall be filled and sown with grass or other vegetation.

13. Any hobby or activity involving the assembly and disassembly of motor vehicles or other mechanical devices shall be conducted within an enclosed building.

14. No hunting, target shooting, discharging of firearms for pleasure or discharge of fireworks shall be allowed upon a tract.

15. The size of a tract shall not be reduced or subdivided so as to create any lot or parcel containing less than 3 acres.

16. No individual sewage disposal systems shall be permitted on a tract unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Georgia Department of Public Health. Approval of said system as installed shall be obtained from the appropriate governmental authorities prior to such installation.

17. The Developers reserve the easement rights to install, maintain and repair an existing sign located on the North side of tract 1 for the purposes of advertising and identifying Hidden Falls. No other commercial signs of any kind shall be displayed to the public view on a tract except for one sign advertising such tract for sale or rent or signs used by a builder to advertise the tract during the construction and sales period or to advertise the lending institution financing such construction.

18. All utilities including, but not limited to electrical service, gas lines, phone lines, cable TV, water lines and sewer lines shall be placed underground. In the event that installation, maintenance or repair of underground utilities causes any damage to a road or tract, then and in such event the owner or owners of the tract requesting such utility installation, maintenance or repair shall be solely responsible for the cost of the immediate repair of any such damage.

19. The owner or owners of a tract shall be responsible for the costs of repair of any damage to any road shown upon the above-referenced plat of survey and the extension of said road to U. S. Highway 441, such damage being caused by the owner or owners of the tract or any employee, agent, contractor or sub-contractor of the owner or owners.

20. No owner or owners of a tract shall engage in any activity including but not limited to excavating or grading, in violation of any ordinance, statute, law, rule or regulation concerning soil erosion, sedimentation and erosion enacted by any state, county or local government agency.

ARTICLE 4

Review Committee

The Developers shall serve as a review committee as to the construction of any house or improvements located on a tract. Prior to construction of any residence or any other improvement, the owner of a tract shall submit plans for such structures and the location of such structures to the Developers for prior approval. In the event that Developers do not issue an approval within thirty (30) days from the date of receipt of such plans, then and in such event such approval shall be considered to be granted and no further approval shall be necessary. Provided, however, failure of the Developers to approve or disapprove a plan shall not prohibit the Developers from filing any legal action to enforce the provisions of this declaration of covenants and restrictions.

ARTICLE 5

Easements Reserved and Conveyed

Section 1. Easements Reserved by Developers.

The Developers reserve the right to use, maintain and repair an easement for road purposes, said road being thirty (30) feet in width over and across the road designated as Hidden Falls Drive and shown upon a plat of survey recorded in the office of the Clerk of Rabun Superior Court in Plat Book 49, page 201. The Developers also reserve the right to use maintain and repair any and all roads shown upon the above-described plat of survey which extend from a tract to the Easterly boundary of U.S. Highway 23 and 441. Said easements shall be for the purposes of access, ingress and egress to and from the remaining lands of the Developers and shall inure to the benefit of the Developers, their heirs, successors, transferees and assigns.

Section 2. Easements conveyed to Tract Owners.

The following easements, whether conveyed by deed or not shall inure to the benefit of each and every owner of a tract and shall be binding upon each owner of a tract, their heirs, successors, transferees and assigns:

1. Each owner of a tract shall have a perpetual, non-exclusive easement for the use, maintenance and repair of Hidden Falls Drive and any and all other roads as may be necessary for the purposes of access, ingress and egress to and from a tract from the Easterly boundary of U.S. Highway 23 and 441, as shown upon the above-referenced plat of survey.
2. Each owner of a tract shall have a perpetual, non-exclusive easement to use, maintain and repair underground power lines and utilities located within the right-of-way of Hidden Falls Drive road and any other roads as shown upon the above-referenced plat of survey as may be reasonably necessary to provide such utilities to an Owner's tract.
3. Each owner of a tract shall have a perpetual, non-exclusive easement to install and maintain utilities in the area described in paragraph eight (8) of Article 3 above.

ARTICLE 6

Road and Sign Maintenance

Section 1. Maintenance Obligations.

Each owner of a tract in Hidden Falls shall be responsible for their prorata share of maintenance and repair of the road designated as Hidden Falls Drive and any other roads shown upon the above-referenced plat of survey and used in common by Owner's of tracts in Hidden Falls, all as shown upon the above-referenced plat of survey. Road maintenance shall all times be divided equally among the number of tracts existing in Hidden Falls. Provided, however, the Developers shall not be responsible for paying road maintenance fees for any tract owned by the Developers.

Section 2. Road Maintenance Fees

In order to facilitate road maintenance, each owner or owners of a tract in Hidden Falls shall pay a road maintenance fee of Two Hundred and No/100 Dollars (\$200.00) per year to the Developers. The Developers shall hold all road maintenance funds in a separate interest bearing account and shall use such funds only for road maintenance purposes. The Developers reserve the right to transfer these funds to a property owner's association upon the sale of the last tract in Hidden Falls or at any prior time.

Section 3. Sign Maintenance

Each owner of a tract in Hidden Falls shall be responsible for a prorata share of the cost of maintenance and repair of the entrance sign, which identifies and advertises Hidden Falls. Provided, however, the Developer shall bear all costs of maintenance and repair of such sign until the last tract in Hidden Falls is sold.

ARTICLE 7

Enforcement, Validity and Duration

Section 1. Enforcement

Enforcement of the Covenants and Restrictions contained in this instrument shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages.

Section 2. Validity

Invalidation of any one or part of these Covenants and Restrictions by judgement or court order shall in no way effect any of the other provisions of this instrument, which shall remain in full force and effect.

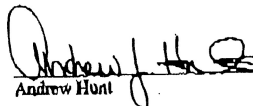
Section 3. Duration

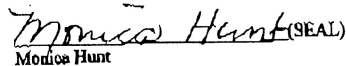
The covenants contained in this instrument are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from and after the date this instrument is recorded, after which time such covenants shall be automatically extended for successive periods of twenty (20) years until the recordation of an instrument of termination within two (2) years of the expiration of the initial twenty (20) year period or any extension thereof, such instrument having been executed by a minimum of fifty-one (51%) percent of the record owners of all tracts.

Section 4. Amendment

The Developers reserve the right at anytime, to amend or modify these restrictive covenants and each owner of a tract in Hidden Falls, by acceptance of and recordation of a deed conveying a tract in Hidden Falls agrees that the Developers at any time may amend this declaration of covenants and restrictions or any part thereof for any purpose or reason.

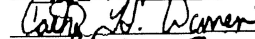
IN WITNESS WHEREOF, the Developers have caused this Declaration to be executed on the day and year first above written.

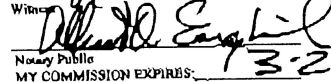
 (SEAL)
Andrew Hunt

 (SEAL)
Monica Hunt

 (SEAL)
Victoria L. Thomas

Signed, sealed and delivered to the presence
of the undersigned Notary Public on
this 14 day of Feb, 2003:


Cathy G. Womack

Witness:

Notary Public
MY COMMISSION EXPIRES: 3-23-04



Prepared by:
ENGLISH, TUNKLE & SMITH, P.C.
17 Church Street
Clayton, GA 30525
(706) 782-4285

Page 4 of 6

RECORDED THIS THE 17TH DAY OF FEBRUARY 2003



CLERK, S.C.

AFTER RECORDING RETURN TO:
Monica Hunt
268 N. Broad Street
Toccoa, Georgia 30577
(706) 490-2720

FILED & RECORDED
DATE: 8/6/2015
TIME: 12:20PM
BOOK: D42
PAGE: 359-361
Holly Henry-Perry, Clerk
Rabun County, GA

AMENDMENT TO DECLARATION OF COVENANTS AND
RESTRICTION FOR HIDDEN FALLS

WHEREAS, on February 14, 2003, Andrew Hunt, Monica Hunt and Victoria L. Thomas executed a "Declaration of Covenants and Restrictions for Hidden Falls", a subdivision located in Land Lot 24 of the Fifth Land District of Rabun County, Georgia, shown in Plat Book 39, Page 22, Rabun County Records; and

WHEREAS, the aforesaid "Declaration of Covenants and Restriction for Hidden Falls" was recorded in Deed Book U23, Page 346 et seq., Rabun County Records; and

WHEREAS, said "Declaration of Covenants and Restriction for Hidden Falls" provided that said covenants could be amended by the undersigned, and the undersigned now desire to amend said covenants.

NOW THEREFORE, the undersigned do hereby amend and revise the "Declaration of Covenants and Restriction for Hidden Falls" as follows:

AMENDMENT ARTICLE I

Article 1 subsection (c) is hereby deleted, and in its stead the following:

(c) "Developers" shall mean Monica Hunt and Victoria L. Thomas, or either of them individually.

AMENDMENT ARTICLE II

Article 8 Section 1 "Maintenance Obligations" and Section 2 "Road Maintenance Fees" are hereby deleted, and in their stead the following:

Section 1. Maintenance Obligations

Each owner of a tract in Hidden Falls shall be responsible for their prorata share of maintenance and repair of the road designated as Hidden Falls Drive and any other roads shown upon the above-referenced plat of survey and used in common by the owners of tracts in Hidden Falls, all as shown upon the above-referenced plat of survey. Until such time as the Property Owners' Association is created, and the rights, duties and responsibilities of Developers are conveyed to such association, the costs of road maintenance shall be equally divided among the number of tracts existing in Hidden Falls. Provided, however, the Developers shall not be responsible for paying road maintenance fees for any tract owned by the Developers.

Section 2. Road Maintenance Fees.

In order to facilitate road maintenance, each owner or owners of a tract in Hidden Falls shall pay assessments for same, annually or semi-annually, in an amount set by Developers as is necessary to maintain the roads of Hidden Falls. All assessments shall be due and payable within fourteen (14) days of the mailing of the notice of assessment.

AMENDMENT ARTICLE III

Section 1. The Association.

At the discretion of Developers, their rights, duties and responsibilities under these covenants, as amended, may be conveyed to a Property Owners' Association (hereinafter called "the Association").

Section 2. Purposes, Powers and Duties of the Association.

The Association shall be formed as a non-profit corporation for the sole purpose of performing certain functions for the common good and general welfare of the inhabitants of Hidden Falls. To the extent necessary to carry out such purpose, the Association (a) shall have all the powers of a corporation organized under the Georgia Nonprofit Corporation Code; and (b) shall have the power and duty to exercise all of the duties and obligations of the Developers and/or the Association as set forth in these covenants, as amended. .

Section 3. Membership in the Association.

Every owner of a tract shall automatically be a member of the Association, and each tract shall be entitled to one (1) vote in the Association.

Section 4. Officers of the Association.

The general affairs of the Association shall be managed by a Chairperson, who shall be elected annually by the membership of the Association. The Secretary/Treasurer shall also be

elected annually by the membership of the Association, and that person shall be responsible for maintaining the membership roles of the Association, keeping minutes from all meetings, sending out assessment notices, and managing the financial affairs of the Association.

Section 4. Suspension of Voting Rights.

The Association shall suspend the voting rights of any member that is in violation of these covenants, as amended, or who shall be delinquent in the payment of any assessment.

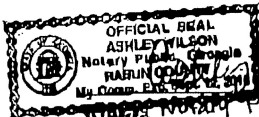
Section 5. Meetings.

Each member shall receive written notice of the date, time and place of all meetings of the Association. At least 50% of the tracts eligible to vote must be present, in person or by proxy, in order to levy any assessment as provided for herein. It shall be the responsibility of each member to provide a current mailing address to the Secretary/Treasurer of the Association.

Section 6. Assessments.

It shall be the responsibility of each member of the Association to pay to the Association the annual, semi-annual or special assessments which may or shall be levied by the Association pursuant to these covenants, as amended, against all tracts owned by them. There is hereby created a continuing charge and lien upon all tracts owned by them against which all such assessments are made to secure payment of such assessments and any interest thereon as provided herein and costs of collection, including reasonable attorneys fees. Both annual, semi-annual and special assessments must be fixed at a uniform rate for all tracts. However, the Developers shall be exempt from paying assessments for any tract owned by the Developers.

IN WITNESS WHEREOF, the undersigned have set their hands and affixed their seals,
this 19 day of FEBRUARY, 2016

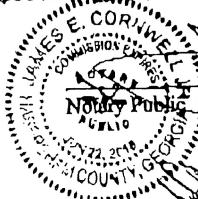


Ashley Wilson

Ashley Wilson, Notary Public

Andrew Hunt

ANDREW HUNT (SEAL)

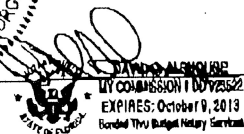


James E. Cornwell

James E. Cornwell, Notary Public

Monica Hunt

MONICA HUNT (SEAL)



Victoria L. Thomas

VICTORIA L. THOMAS (SEAL)