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David C. Wall, Clerk of Court
Habersham County, GA

**FIRST AMENDED DECLARATION OF PROTECTIVE
COVENANTS
OF
HIDEAWAY HOLLOW**

THIS FIRST AMENDED DECLARATION OF PROTECTIVE COVENANTS OF HIDEAWAY HOLLOW ("First Amended Declaration") is made this 13 day of MARCH 2018 by _____ ("Declarants") and any and all persons, firms and corporations hereinafter acquiring any of the within described property or any of the property hereinafter made subject to this Declaration.

WITNESSETH:

WHEREAS, Declarants own certain property in Habersham County, Georgia, known as Hideaway Hollow ("Property"), being more particularly described on a plat of survey recorded in Plat Book 56, Page 22 in the Office of the Clerk of the Superior Court of Habersham County, Georgia, to which recorded plat(s) reference is hereby made for a more full and complete description(s);

WHEREAS, this First Amended Declaration shall supplement and amend the original Declaration of Protective Covenants of Hideaway Hollow ("Declaration of Covenants") recorded on April 30, 2008 in Deed Book 847, Page(s) 290-292 of the aforewritten records,

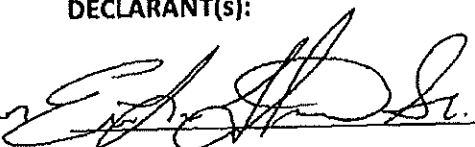
NOW THEREFORE, the Declaration of Covenants are amended as follows:

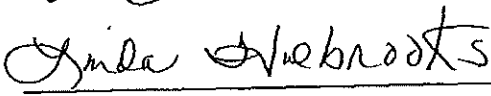
- (3) **No building shall be located on any lot nearer to the front street line or nearer to the side street line than fifty (50) feet from right of way of Hideaway Hollow and Cap Fry Road, or nearer to any adjoining property line than thirty (30) feet. No building shall be permitted to be erected or allowed to remain on said lot with a 5V or commercial metal roof. Acceptable metal roofs will be of neutral/earth tone colors only. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence, either temporarily or permanently. No chicken houses or hog lots shall be permitted.**

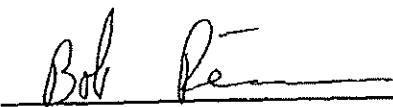
Except as amended herein, the Declaration of Covenants are recast in their entirety.


This the 13 day of MARCH, 2018

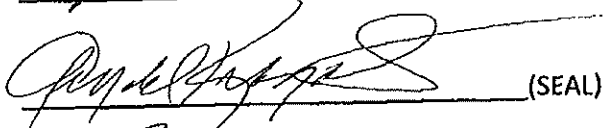
DECLARANT(s):

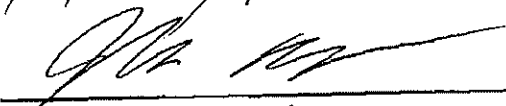
331 Eric Lee Trotman  (SEAL)

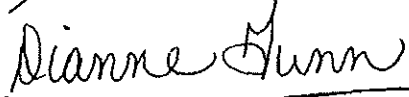
311 Linda Holbrooks  (SEAL)


201 Bob Reiss  (SEAL)


225 Ralph Reiss  (SEAL)

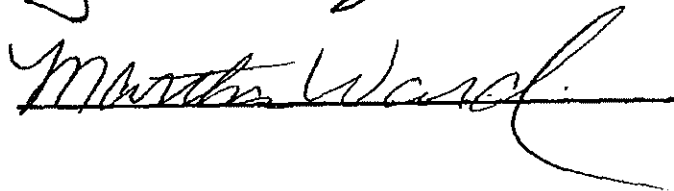
166 Arnold Kranats  (SEAL)

323 John Bryant  (SEAL)

361 Dianne Gunn 

337 Eric Trotman 

344 James Harvey 

405 MARTHA WARD 

STATE OF GEORGIA
COUNTY OF Habersham County Schools

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Book Page Recorded
David C. Wall

THIS DECLARATION OF PROTECTIVE COVENANTS made and published
this 23 day of October, 2006, by HAROLD GUNN and DIANNE GUNN of the
County of Habersham, and the State of Georgia.

WITNESSETH:

ALL THAT TRACT or parcel of land lying and being in Land Lot 70 of the 10th
Land District of Habersham County, Georgia, being shown and designated as Lot
15 of Hideaway Hollow Subdivision, Phase III, containing 3.68 acres, more or
less, on a plat of survey prepared by Samuel L. Duvall, R. L. S., under date of
June 11, 2004, recorded in the office of the Clerk of Superior Court of
Habersham County, Georgia, in Plat Book 56 Page 22, to which said plat and the
Record thereof is referenced to hereby make for a more complete description.

WHEREAS it is to the interest, benefit and advantage of HAROLD AND
DIANNE GUNN to each and every person who shall thereafter purchase any lot or tract
of land in said subdivision that certain protective covenants governing and regulating the
use and occupancy of the same be established, set forth and declared to be covenants
running with the lands.

NOW, THEREFORE, for an in consideration of the premises and of the benefits
to be derived by Harold Gunn and Dianne Gunn and each and every subsequent owner of
any of the lots and tracts of land in said subdivision the said Harold Gunn and Dianne
Gunn do hereby set up, establish, promulgate, and declare the following protective
covenants to apply to all of said lots and to all persons owning said lots or any of them
hereafter; these protective covenants shall become effective immediately and shall run
with the land and shall be binding on all personal claiming under and through Harold
Gunn and Dianne Gunn until October 23, 2026, at which time said covenants may
be extended or terminated in whole or in part as hereinafter provided, to wit:

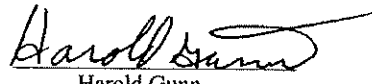
- (1) No lot or tract of land shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached dwelling not to exceed two stories in height besides a basement and private garage to be constructed out of the same kind of material as the principal dwelling for not more than three automobiles. Said family dwelling shall be constructed for and occupied by not more than one family.
- (2) No building shall be permitted upon any lot with the ground area of the principle structure, exclusive of one-story open porches, of less than 1200 square feet of living space for a one-story dwelling. No dwelling shall be permitted on any lot containing less than 5 rooms, exclusive of a bathroom.
- (3) No building shall be located on any lot nearer to the front street line or nearer to the side street line than fifty (50) feet from centerline, nor nearer to any adjoining property line than thirty (30) feet. No building shall be permitted to be erected or allowed to remain on said lot with a metal roof. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence, either temporarily or permanently. No chicken houses or hog lots shall be permitted.
- (4) No purchaser shall re-subdivide the land for the purpose of constructing other dwellings.
- (5) These covenants are to run with the land and shall be binding on all persons claiming under them for a period of twenty (20) years from October 23, 2026, after which time said covenants shall be automatically extended for successive periods of 20 years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change in whole or in part. Invalidation of any one of the covenants by any judgment or court

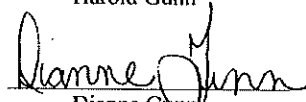
order shall in no way effect any of the other provisions which shall remain in full force and effect.


- (6) Each of the adjoining owners of Hideaway Hollow shall pay their proportionate share of the road maintenance expenses for said subdivision street and shall pay exclusively for any damage done to said subdivision street incidental to construction on each individual's lot.

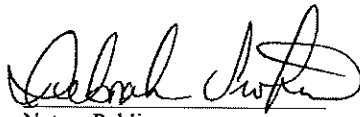
IN WITNESS WHEREOF the said HAROLD GUNN AND DIANNE GUNN have hereunto set their hands and affixed their seals the day and year first above written.

Signed, sealed and delivered in the presence of:


Harold Gunn


Dianne Gunn


Witness


Notary Public

