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RESERVATIONS, RESTRICTIONS, COVENANTS AND CONDITIONS

This Declaration made this 6th day of October, 2000, by APPALACHIAN DEVELOPMENT, LLC, owner of property located in Habersham County, Georgia, being in Land Lots 3 and 17, District 10, and being more particularly described on Exhibit "A" attached hereto and incorporated by reference herein;

The purpose of the following Reservations, Restrictions, Covenants and Conditions 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 each present or future owners, the full benefit and enjoyment of their property. The Reservations, Restrictions, Covenants and Conditions hereinafter set out are to run with the land and shall be binding upon all parties and persons owning lots subdivided from the described property or claiming under them.

If the owners of such lots or any of them, or their heirs, successors or assigns shall violate any of the Reservations, Restrictions, Covenants and Conditions hereinafter set out, it shall be lawful for any other person owing real property situated in said described property to prosecute any proceeding at law or in equity against the person or persons violating any of such Reservations, Restrictions, Covenants and Conditions either to prevent him from so doing or to recover damages for such violations, or both. Invalidation of any one provision by judgment or otherwise shall in no wise affect any remaining provisions which shall remain in full force and effect.

ARTICLE 1  
DEFINITIONS

- 1.01 "Association" shall mean and refer to the association created hereby which shall be known as "Poplar Springs of Habersham County Homeowners' Association, Inc.", its successors and assigns.
- 1.02 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- 1.03 "Properties" shall mean and refer to that certain real property described in Attachment "A" hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- 1.04 "Common Areas" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.
- 1.05 "Lot" shall mean and refer to any lot of land or parcel shown on any recorded subdivision map of the properties with the exception of the Common Areas.
- 1.06 "Declarant" shall mean and refer to Appalachian Development, LLC, its successors and assigns.

ARTICLE II  
PROPERTY RIGHTS

#### Owners' Easements of Enjoyment and Ingress and Egress

2.01 Every Owner shall have a right and easement of enjoyment in and to the Common Areas, if any, and the right of passage across the Roads of the Subdivision which rights shall be appurtenant to and shall pass with the title to every lot, subject to the following:

(a) The right of the Association to dedicate or transfer any of the roadways of the subject property to Habersham County, Georgia. Owners purchasing land hereunder authorize Declarant to execute any and all deeds and/or easements to Habersham County, Georgia, for the transfer of the platted roadways.

(b) The above described property is subject to all the easements, reservations, exceptions, and conditions included in any warranty deed to the Declarant, and expressly subject to any easements existing, if any, for ingress and egress of Habersham County, Georgia.

(c) The above described property is subject to all the easements, reservations, exceptions, and conditions noted on the plat of survey filed contemporaneously with this document and identified in Exhibit "A" hereto.

#### DELEGATION OF USE

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

#### ARTICLE III MEMBERSHIP AND VOTING RIGHTS

3.01 Every Owner of a lot which is subject to assessment shall be a member of the Association. Memberships shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

3.02 The Association shall allow voting privileges for one vote for each Lot owned, Declarant included. When more than one person holds an interest in any lot, the vote of such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

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

#### ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

##### CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS

4.01 Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so express in such deed, is deemed to covenant and agree to pay to the Association; (1) annual assessment or charges, and (2) special assessments for capital improvements, such assessment to be established and collected as hereinafter provided. Declarant herein is expressly not included for payment of any annual or special assessment. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

If the Roads are not transferred to Habersham County, Georgia, the Roads will be maintained by Declarant until fifty percent (65%) of the initial voting shares or Lots are sold; after fifty percent (65%) is sold, the Association herein shall be responsible for all of the maintenance and repairs of the Roads.

##### Purpose of Assessments

4.02 The assessments levied by the Association shall be used exclusively to offset the administrative costs of forming and operating the Association and to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and the Roads (provided the roads are not county maintained).

#### Maximum Initial Assessment

4.03 Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum initial assessment shall be One Hundred and NO\100 Dollars (\$100.00) per lot. The Board of Directors of the Association shall have the authority to increase or decrease any assessments with proper notice hereinafter stated having been given. The initial assessment shall be a one time fee charged and collected at closing and credited to the Association for the purpose of offsetting and reimbursing the Declarant for the costs of initially forming the Association and for attorney's fees and accountant's fees and all necessary costs related thereto.

#### Maximum Annual Assessment

4.04 Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred and NO\100 Dollars (\$100.00) per lot. The Board of Directors of the Association shall have the authority to increase or decrease any assessments with proper notice hereinafter stated having been given.

#### Special Assessments for Capital Improvements

4.05 In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of any capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the consent of fifty-one percent (51%) of the owners voting either in person or by proxy at a meeting duly called for this purpose.

#### Notice and Quorum of Any Action Authorized under Paragraphs 4.04 and 4.05

4.06 Any action authorized under Paragraphs 4.04 and 4.05 for the increase or decrease of the annual assessment or special assessment shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than thirty (30) nor more than sixty (60) days in advance of the meeting. Votes may be cast in person or by proxy.

#### Uniform Rate of Assessment

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

#### Notice of Annual Assessment; Due Dates

4.08 The Board of Directors shall fix the amount of the annual assessments against each Lot at least sixty (60) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due date shall be January 1 of each year, beginning with the first year a Lot is sold.

#### Effect of Nonpayment of Assessments

4.09 Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property of that Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the roads or Common Area or abandonment of his Lot. It being to the mutual advantage of the Declarant herein and any subsequent owner or purchasers of an of the above described property to further allow and authorize collection of said amounts, Declarant and subsequent owners hereby authorize and agree that a lien shall be place among the Deed Records of Habersham County, Georgia, against the offending property or owners until said sum shall be paid in full.

### ARTICLE V RESTRICTIVE COVENANTS

1. All lots shall be for residential use only. (A) However, the use of a lot shall be authorized for a resident of the subdivision for:

- (1) a home office; and
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(2) day care to minors not to exceed 4 children not resident to the subdivision.

Said exceptions shall not be open to the general public through public advertisement nor advertised or identified by external advertisement to the subdivision. In no event shall a non-profit corporation such as a church or religious organization or political campaign be authorized to operate from a residence.

2. Noxious or offensive activity shall not be allowed upon any lot nor shall be done thereon which may be or may become an annoyance or nuisance or the neighborhood. No improper, offensive, or unlawful use may be made of any lot, nor any part thereof, and all laws, zoning ordinances, and regulation of all government bodies having jurisdiction shall be observed.
  3. All trash and other waste shall be kept in sanitary containers placed in the rear of homes. No lot shall be used as a dumping ground for trash or scraped metal.
  4. A septic tank as prescribed by the state health department and approved by the Habersham County Health Department, together with a drain field shall be installed on each approved lot.
  5. No building shall be constructed within 35 feet of the front line nor within 15 feet of any side lot lines or rear lot lines of any lot.
  6. Any dwelling on any lot shall have a minimum of 1500 square feet of enclosed heated living space on the first or main floor, which shall not include open porches, carports or garages. Residences which have two stories may have a minimum of 1200 square feet on the first or main floor and a minimum of 600 feet on the second floor of enclosed heated living space. All dwellings shall be of quality material and workmanship. No metal structures shall be permitted on any lot.
  7. No recreational vehicles, motor vehicles, motorcycles, or boats are to be left on the premises without current registration. No inoperable or wrecked vehicles shall be permitted on any lot. No modular homes shall be permitted on any lot.
  8. All plans for homes shall be submitted to the Developer or to the Homeowners' Association for approval as to whether the plans meet the requirements of these Covenants and amendments hereto. Such approval shall not be unreasonably withheld. All homes shall be constructed of wood and shall be finished on the outside. Exception may be granted by the Developer or the Homeowners' Associations on the terms and conditions that the Developer or the Association in their sole discretion may require.
  9. Concrete block and poured walls and foundations must be covered with brick, stucco, or stone.
  10. No signs are permitted on premises other than "for sale" or "for rent" signs. These signs are to be no larger than five square feet. This restriction shall not apply to Declarant, who shall be permitted to locate larger signs on the property provided they are used to promote the sale of lots or homes within the subdivision.
  11. No swine, cattle, goats, sheep, snakes or chickens shall be kept or maintained on any part of the property. Household pets shall be allowed so long as the number of such pets does not exceed three pets per species exclusive of the forgoing prohibited species. All housing for pets shall be located in the rear of the lot.
  12. Every lot upon which a residence shall have been constructed shall be fully landscaped with ninety (90) days of occupancy or completion of the residence, whichever shall first occur. Thereafter, said landscaping shall be continuously maintained in good condition. This provision may be varied by the Developer or a Homeowners' Association but only in writing for a period not to exceed one year total for construction purposes.
  13. No lot shall be subdivided.
  14. No single-wide mobile homes, double wide mobile homes, modular homes, RV unit (Recreational Vehicle) or any factory constructed homes shall be placed permanently on any lot or subdivision road.
  15. No garments, laundry, rugs or other articles may be aired or dried on any lot unless such items are hung on a removable, folding umbrella type clothesline unit, which unit must be removed before nightfall. This folding umbrella unit shall be placed at the rear of the residence and within the area encompassed by a rearward extension of the side lines of the residence. No other type of clothesline shall be permitted on any Lot.
  16. No fuel tanks or similar storage receptacles may be exposed to view, and same may be installed only within the main
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dwelling house, within an accessory building, within a screened area, or buried underground.

17. No window air-conditioning units shall be permitted on the front of a residence or on a portion of a residence visible from the Street.
  18. No person, without the prior written approval of the Declarant shall obstruct, alter or in any way modify the method and/or structures of drainage unutilized or installed by the owner from, on and over any lot, or any common properties, nor shall any person obstruct, alter or in any way modifying drainage swales, devices and/or facilities now or hereafter installed on any lot; nor shall any structure be erected, placed or maintained which shall in any way obstruct such drainage devices or facilities or impede their efficient operation.
  19. No antenna shall be erected on or about any residence or any Lot without the prior written approval of the owner or the Homeowners' Association. However, any approved antenna shall be located in the rear of the lot and not be located on a roof or upon a structure whose combined height exceeds the roof line of the residence on the lot. A satellite dish shall be considered an antenna for the purposes of this restriction and no such dish shall be greater than 36 inches in diameter. Any satellite dishes must be located in the rear of the lot provided the dish can receive an adequate signal from the rear of the lot.
  20. All outdoor lighting shall be so shaded and directed such that the light therefrom is directed to fall only on the same premises where light sources are located.
  21. No fence or similar improvement shall be constructed without the prior written approval of the Declarant or the Homeowner Association.
  22. The Declarant reserves and lot owners with title to sixty percent (60%) of the lots covered by these Restrictions and Covenants shall have the right to: (a) amend these covenants and restriction for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein; (b) include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the land herein covered which do not lower standards of the covenants and restrictions herein; (c) release lots from any part of these covenants and restrict; and (d) amend these easements and restrictions.
  23. No property owner other than the Declarant without the prior approval of the Declarant or the Association or sixty percent (60%) of the owners may impose any additional covenants or restrictions upon any lot covered by these restrictions.
  24. No building, fence, wall, residence, garage, or any other structural improvement, or change or alteration to the exterior of existing structures or improvement, or in the landscaping shall be commenced, erected, or maintained, nor shall any exterior additions or change or alteration thereto be made until plans and specifications showing the nature, kind, size, design, shape, finished grade elevation, height, materials, color and locations of the same shall have been approved by the Declarant or the Homeowners' Association. The provisions of this paragraph shall not apply to the Declarant.
  25. There are hereby reserved for the purpose of installing and maintaining municipal and public utility facilities and for such other purposes incidental to the development of the property, easements along the subdivision roads and lot lines up to forty feet as measured from the lot line. All claims for damages, if any, arising out of the construction, maintenance, and repair of utilities or on account of temporary or other inconveniences caused thereby against the Declarant or any of his agents or servants are hereby waived by the lot owners.
  26. Mailboxes shall be a uniform black metal box placed upon a white, natural or unfinished wood post. The subdivision model shall serve as an example.
  27. All 911 addresses shall be located on the curb in the front of the lot, painted in white paint, or may be placed on a sign located on the mailbox so long as the sign shall be in accordance with any local ordinance or government requirements and in the same style and color as the subdivision model.
  28. All carports, garages or outbuildings shall have internal finished walls and carport doors. All carports, garages or outbuildings shall match the residence located on the lot in color, texture and design.
  29. No lot shall be acquired or utilized for the purpose of locating thereon a roadway or driveway for the purpose of accessing property adjoining the subdivision. Notwithstanding this paragraph, the Declarant may by deed or easement, authorize an easement for ingress and egress to adjoining lands as he in his discretion may deem necessary to serve additional phases
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of the subdivision or to access adjoining lands. The Declarant reserves unto himself and his successors, the right to sell or transfer the right to access adjoining lands.

30. All playground equipment, swing sets, swimming pools or recreation equipment shall be located in the rear of the lot.
31. All driveways shall be paved in concrete or black topped.
32. The Declarant in successfully prosecuting the violation of any covenant and/or restriction herein declared shall recover from the lot owner the entire expense of correcting the violation and any costs incurred in the prosecution of such violation, specifically including but not limited to the developer's attorney's fees and court costs.
33. The exterior of any dwelling or residential Structure must be completed within six (6) months after the commencing of construction. Yards and grounds shall be landscaped within one (1) year of the beginning of construction.
34. Owners shall provide space for parking at least two (2) automobiles off the road prior to occupancy of any dwelling on any of said lots. These spaces as well as all driveways are to be paved or black topped.
35. There shall be no motorcycles, motor bikes, four wheelers, three wheelers, dune buggies, go-carts, or any other type of motorized vehicles designed primarily for off-road use allowed on any portion of the subject property, except in storage.
36. All lots which have been transferred may be maintained by the Declarant or by the Association in the event that the owner fails to do so. Specifically, grass on any lot shall not exceed 12 inches in length. If said length is exceeded, the Developer or the Homeowners' Association may undertake maintaining of said lot. The expenses of maintaining the lot may be charged as a lien by the Declarant or the Association in the same manner as a lien for failure to pay Annual or Special Assessments.
37. No temporary building of any kind shall be erected prior to commencement of the erection of a residence, as is permitted hereby, and no outbuilding, garage, shed, tent, travel trailer, basement, or temporary building shall be used for permanent residence purposes; provided that this paragraph shall not be deemed or construed to prevent the use of a temporary construction shed, or travel trailer during the period of actual construction of any residential structure on such property, nor the use of adequate sanitary toilet facilities for workmen which may be provided during such construction. All building debris shall be cleaned up and removed from the lot and all removal of excess dirt, leveling and terracing and other finish grading work must be completed within thirty (30) days from completion of the building construction. All driveways shall be paved within sixty (60) days from the completion of the exterior of the residential building. In the event weather conditions do not reasonably permit paving within said period of time, such paving shall be completed as soon as reasonably practical, but at least within six (6) months of completion of the exterior.
38. Any portion of the subject lot which, by land disturbing activity, have been altered from their natural state, shall be landscaped. Landscaping shall include shrubs, trees, grass, and other like vegetative planting and which shall be kept maintained, properly cultivated and free of trash debris and other unsightly material. Landscaping shall be installed no later than 30 days following the completion of any residential structure or other land disturbing activity.

Nothing contained in this numbered provision shall prohibit the followings:

- a) the removal of dead or diseased trees as may be reasonably required for the protection of the lot owner or others from property damage or bodily injury.
  - b) the installation, planting and maintenance of gardens appurtenant to the residential use of the lot;
  - c) the installation or maintenance of swimming pools, terrace walls, or other permanent on or below ground fixtures to the realty.
39. All lots with homes under construction shall install a temporary driveway for use during construction; said driveway shall be covered with gravel sufficient to prevent mud and debris from being tracked or carried off the lot and into the subdivision. Further, all state and local environmental ordinances or rules and regulations shall be complied with and all water run-off into the subdivision or onto adjoining lots shall be controlled by the builder or lot owner through the use of retaining silt fence and hay bales.
  40. All lots shall contain a natural buffer in distances as stated below. This restriction shall not require owners to establish

a natural buffer within the below stated areas. The owners, however, must maintain a natural buffer within these areas as exists on the date this instrument. This restriction shall not prevent owners from clearing the underbrush within the buffer area or from cutting down trees whose diameter is less than six inches at its base. The natural buffer area shall be the following.

a. For lots 3, 6, 10, 11, 12, 13, 14, 15, 16, and 17, the buffer zone shall be that area lying between the northern boundary line of the subdivision which line runs in a generally east to west direction and which forms the boundary between Poplar Springs Subdivision and Singing Hills Subdivision and a line running parallel to said northern boundary line separated by a distance of one hundred feet.

b. For lots 4 and 5, the buffer zone shall be that area lying between the northern boundary line of the subdivision which line runs in a generally east to west direction and which forms the boundary between Poplar Springs Subdivision and Singing Hills Subdivision and a line running parallel to said northern boundary line separated by a distance of fifty feet.

c. For lots 17, 18, and 19, the buffer zone shall be that area lying between the eastern boundary line of the subdivision which line runs in a generally north to south direction and which forms the boundary between Poplar Springs Subdivision and land now or formerly owned by Russell Corporation and a line running parallel to said eastern boundary line separated by a distance of twenty-five feet.

d. For lots 19, 20, 21, 22, 23, 24, and 25, the buffer zone shall be that area lying between the southern boundary line of the subdivision which line runs in a generally east to west direction and which forms the boundary between Poplar Springs Subdivision and a private drive shown on the survey referenced in Exhibit A and a line running parallel to said southern boundary line separated by a distance of fifty feet.

e. For lots 26, 27, and 28, the buffer zone shall be that area lying between the southern boundary line of the subdivision which line runs in a generally east to west direction and which forms the boundary between Poplar Springs Subdivision and a private drive shown on the survey referenced in Exhibit A and Roberts Road and a line running parallel to said southern boundary line separated by a distance of twenty five feet.

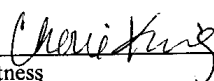
f. For lots 1 and 2, the buffer zone shall be that area lying between the southern boundary line of the subdivision which line runs in a generally east to west direction and which forms the boundary between Poplar Springs Subdivision and land now or formerly owned by Charles and Mary Jackson and a line running parallel to said southern boundary line separated by a distance of fifty feet.

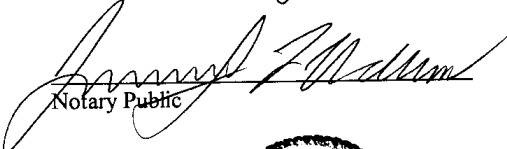
g. For lots 2 and 3, the buffer zone shall be that area lying between the western boundary line of the subdivision which line runs in a generally north to south direction and which forms the boundary between Poplar Springs Subdivision and land now or formerly owned by Donna G. Witherington and a line running parallel to said western boundary line separated by a distance of twenty five feet.

41. No homes shall have a metal roof.

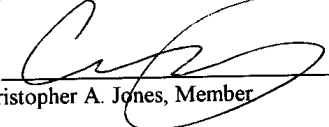
IN WITNESS WHEREOF, the Declarant hereby sets his hand and affixes his seal to these Reservations, Restrictions, Covenants and Conditions, this 6<sup>th</sup> day of October, 2000.

Signed, sealed and delivered in the presence of:

  
Witness

  
Notary Public

Appalachian Development, LLC

By:   
Christopher A. Jones, Member

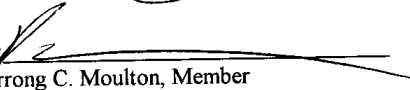
By:   
Berrong C. Moulton, Member



EXHIBIT "A"

ALL THAT TRACT or parcel of land lying and being in Land Lots 3 and 17 of the 10th Land District of Habersham County, Georgia, designated as Lot 1 through 28, all of the Poplar Springs Subdivision, as shown on a plat of survey prepared for Poplar Springs Subdivision by Jeff Weshner, R.S., under date of July 29, 2000, a copy of said plat being of record in the office of the Clerk of Superior Court of Habersham County, Georgia, in Plat Book 49, Pages 136-139, to which said plat and the record thereof reference is hereby made for a more complete description.

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